

Panaji, 11th September, 2003 (Bhadra 20, 1925)

SERIES II No. 24

OFFICIAL GAZETTE



GOVERNMENT OF GOA

SUPPLEMENT

GOVERNMENT OF GOA

Department of Labour

Order

No. CL/Pub-Awards/97/4907

The following Award dated 3-9-1997 in Reference No. IT/23/96 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.

Panaji, 23rd September, 1997.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding
Officer)

Ref. No. IT/23/96

Workmen,
Rep. by the President,
A.C.G.L. Employees Union,
Honda, Satari Goa.

— Workmen/Party I

V/s

M/s Automobile Corporation
of Goa Ltd.
Honda,
Satari-Goa.

— Employer/Party II

Workmen/Party I represented by Shri K. V. Nadkarni.

Employer/Party II represented by Adv. Shri M.S. Bandodkar.

Dated: 03-09-1997.

AWARD

In exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order No. 28/21/96-LAB dated 20-5-96 referred the following dispute for adjudication by this Tribunal.

"Taking into consideration the Charter of Demands served by the A. C. G. L. Employees Union vide their letter dated 29th June, 1995, on the management of M/s Automobile Corporation of Goa Ltd. Honda and justifications advanced by the Union in support of the said Charter of Demands and the employer's justification against the same; and further taking into consideration the various proposals in the course of bilateral discussions; and in the joint meeting before the Conciliation Officer, minutes of which have been recorded; and also further taking into consideration the revised production norms agreed to be implemented by the workmen with effect from 1-2-1996 and the Interim Relief of Rs. 300/- per month given to the workmen under settlement dated 27-1-1996; what should be the revision in wages and the other benefits in respect of the workmen employed at the Bus Body Building Division of ACGL at Honda, Goa; and further from what dated such wage revision and benefits shall accrue and for what period of time?"

2. On receipt of the reference, a case was registered under No. IT/23/96 and registered AD notice were issued to the Parties. In pursuance to the said notice, the parties put in their appearance. The workmen/Party I (For short "Union") filed its Statement of Claim at Exb.4, in support of its contention that revision in wages and

other benefits in respect of the workmen employed at the Bus Body Building Division of the Employer/Party II (For short "Employer") should be granted for a period of three years from 1-7-1995 as per the Charter of Demands served on the Employer by order dated 29-6-1995.

3. The Employer filed Written Statement which is at Exb. 10 resisting the claim made by the Union in their Statement of Claim. The employer contended that the demand made by the Union is unreasonable besides being unjustified.

4. On the pleadings of the parties, issues were framed at Exb. 12 and thereafter, the case was fixed for recording the evidence of the Union. On 3-9-97, the Union and the Employer filed an application stating that the dispute between the parties was amicably settled and produced a copy of the memorandum of settlement dated 2-9-97 Exb. 16 which was executed before the Dy. Labour Commissioner, Panaji Goa. The Union and the employer prayed that award be passed in terms of the settlement. I have gone through the terms of the settlement dated 2-9-97 Exb. 16 and I am satisfied that the said terms are certainly in the interest of the workmen. I therefore accept the submissions made by the parties and pass the Consent Award in terms of the settlement dated 2-9-1997 Exb. 16.

ORDER

1. It is mutually agreed between the parties that workmen agree to produce as per the norms of production for all Models other than 609, as per details attached herewith and marked as Annexure "A" and Annexure "D". Timings for 609 Model as indicated in Annexure "A" and for additional unsettled activities for 1210 Luxury and AC Bus, which are indicated in Annexure "A" with "*" (Asterisk) will be finalised jointly on or before 15th September, 1997. During the interim period, workmen shall produce 609 Model buses at the rate not less than 3.25 buses (Approximately) per day. Production norms finalised jointly by 15th September, 1997 shall be binding thereafter for all Models.

2. It is mutually agreed between the parties that the Management shall pay the salaries through selected Bank Branches as per Annexure "B". The payment of salary shall be advanced by the Management from 5th of the subsequent calendar wage month.

3. It is mutually agreed between the parties that the management shall deduct directly from the salary of workmen every month, the amount of canteen deduction amounting to Rs. 50/- (Rupees fifty only) per month towards canteen facility. However, existing standard of quality and quantity will be maintained.

4. It is agreed between the parties that the Management shall give a wage rise of average Rs. 860/- (Rupees eight hundred and sixty only) per

month (direct & indirect) with effect from 1st July, 1995, the distribution of which is given in Annexure "C". The indirect component forming part of this total increase shall be at 34.80 percent. VDA shall form part of the direct component and shall be calculated as per the existing method of computation. The neutralization factor per point be increased from the current Rs. 1.55 per point to Rs. 1.75 per point rise in the Index with effect from 1st July, 1995 and included in rise Rs. 860/- (Rupees eight hundred and sixty only) mentioned above.

Explanation 1: The amount distributed in Basic+FDA+VDA shall have an indirect component of 34-80 percent.

2. The VDA increase as applicable paid after 1st of July, 1995 shall not form part of the Rs. 860/- (Rupees eight hundred and sixty only) referred to above.

5. Interim relief of Rs. 300/- (Rupees three hundred only) paid from the month of February, 1996 to 31st August, 1997 shall be adjusted against the arrears payable arising out of this Settlement. On account of this Settlement, this interim relief automatically stands withdrawn from 1st September, 1997.

6. It is mutually agreed between the parties that the Management shall pay Bonus-cum-Ex-Gratia of 20% of Basic+FDA+VDA every year for the period of the Settlement.

7. It is mutually agreed between the parties that the management shall increase the existing Privilege Leave by 1 (one) day.

8. An amount of Rs. 3000/- (Rupees three thousand only) shall be paid to each workman on 5th of September, 1997 as an advance which will be recovered in 8 (eight) equal instalments. However, in future festival Advance shall be paid as per existing practice of one month's gross salary recoverable in 10 (ten) equal instalments.

9. Arrears payable after the adjustment of amounts at paragraphs 5 of this Settlement, will be paid through Banks in the month of November, 1997.

10. Management has paid salary on the basis of "PAY FOR WORK RECEIVED" for May 97, June 97, and July 97. It is agreed to pay 67% (Sixty seven percent) for May 97, 62% (Sixty two percent) for June 97 and 62% (sixty two percent) for July 97, of the total salary (including the amount already paid). The differential unpaid amount will be paid alongwith the salary for the month of September, 1997 through Bank Accounts given by the workmen. In view of above, the dispute raised by Union with the Labour Commissioner on this matter automatically stands withdrawn.

11. It is specifically agreed that workers will write reports of the work done as per the requirement, of the Management from time to time.

12. In the event of workmen suffering any major accident (as certified by Medical Board) while at work at the Factory, resulting in his being temporarily disabled and consequent loss in wages, then the difference in compensation for loss in wages paid under the Workmen's Compensation Act insurance held by the Company and the actual rate of wages shall be reimbursed by the Company on an application being made by the affected workman.

13. It is agreed by the Union that they shall not resist in any way the ancillarisation plans of the management and shall provide full support and co-operation in that connection. It is however, agreed by the management that they shall not retrench existing confirmed workmen due to the ancillarisation. The broad outlines for ancillarisation plans are indicated in the Annexure "D" of the Settlement.

14. It is mutually agreed between the parties that the period of Settlement shall be from 1st July, 1995 to 31st August, 1999.

However, benefits shall be released on finalisation of production norms which in any event shall not be delayed beyond 20th September, 1997.

15. In view of the above settlement, it is agreed between the parties that Union and Management shall make an application before the Industrial Tribunal, Panaji, in reference IT/23/96 with the request to dispose of the reference in terms of this Settlement and award accordingly.

16. It is agreed by the Union that during the period of the Settlement, they shall not resort to any direct action including "GO SLOW" and shall resort to constitutional means and use the machinery provided under Industrial Disputes Act, 1947 for any dispute or differences arising out of the Settlement. The Management however, shall not resort to victimization.

17. In view of total settlement of Charter of Demands, management has agreed to withdraw all the Civil Suits/ /injunctions pending in the Bicholim Court and Valpoi Court.

18. Safety shoes/dressed shall be supplied by May of every year and workers shall compulsorily wear it.

It is agreed by the Union and the workmen that Settlement is in complete satisfaction of all demands raised in the Charter of Demands and/or raised during the discussions and they shall not raise any demand and/or raised during the discussions and they shall not rise any demand involving additional financial burden during the period of the Settlement. It is agreed between the parties that the Union shall fully co-operate with

the management to increase production and productivity.

ANNEXURE "A"

PRODUCTIVITY NORMS

1) Timings agreed to are valid for all wheel base variations of 1210/1312/1313/1516/1510 & 609 chassis with TATA/Cummins Engine.

2) Timings agreed to are for present design and present work practices. In case there is a modification or process improvement or ancillarisation introduced, change in timings will be finalised by productivity committee. Sectionwise (i.e. BC, Paint & Trim) productivity committees consisting of three management representatives & three workers representatives will be formed for these purpose. Timing settled by this productivity committee will be binding on all.

3) Each workman/group of workmen will report in writing the work done by him/them for the day in suitable formats. These will be certified by the shift supervisors.

4) Daily efficiency of production operators will be displayed at respective work station.

5) All workmen will ensure that their efficiencies are more than 95%.

6) Periodic review of efficiency will be done by productivity committee. Workmen found not performing to the required levels of efficiency will be informed through productivity committee. After this if there is no improvement in efficiency, suitable disciplinary proceeding will be initiated against the workmen.

7) To ensure versatility, company will be adopting job rotation of workmen. On job training period of 15 working days will be allowed for such a transferred workmen. The workmen then should ensure that the efficiency level is not affected.

8) Agreed timing includes, on line minor adjustments of components if required.

9) The agreed timing indicated in the production norms chart are for completion of job qualitatively. No additional time will be allowed for quality clearance of any activity.

10) Hand tools will be issued be individual workmen. They will be totally responsible for upkeep and safe custody of these tools.

SPECIFICATION FOR ORDINARY BUS

Valid for all LP/LPO models on 1210/1312/1313/1316/1516 telco/cummins chassis for all wheel base and overhang variations.

- 1 Exterior Pannelling with GP stretch panel and GP skirt panels (Max of 16)
- 2 Plain flooring covered with AL, cheq. plate (3mm in Gangway & 2 mm below seats)
- 3 One number mechanically operated J. K. type passenger door.
- 4 Hinged Drivers door-1 No.
- 5 Hinged emergency door-1 No.
- 6 Front windshield-2 piece with one destination glass (total-3 piece)
- 7 Rear windshield-3 piece construction.
- 8 Full sliding windows.
- 9 Room Mirror-1 No. & rear view mirror-2 Nos.
- 10 Vora Type sun visor
- 11 One No. Pantograph type wiper with asynchronous wiping system.
- 12 Plate type destination indicator.
- 13 Drivers partition made up of aluminium pipe and partition glass.
- 14 Step partition on both sides of front step.
- 15 Front Bumper - full length with rubber end blades.
- 16 Rear bumper split type without end blades.
- 17 One number front towing hook.
- 18 One number battery box under floor with suitable flap & lock.
- 19 Tool box-1 No.
- 20 First aid box-1 No.
- 21 One leg ventilator and roof ventilator for driver.
- 22 Roof lamps:
 - a) incandescent : 8 Nos.
 - b) spot lamp : 1 No.
 - c) Driver cabin lamp-1 No.
- 23 Tata 407 driver seat along with seat frame.
- 24 Ordinary seats max of 67 Nos.
- 25 Fan for driver
- 26 Height marker-4 Nos. & side markers-2 Nos.
- 27 Fire extinguisher (1 kg.)-1 No.
- 28 Tubular hatrack with maximum of 20 arms (2 bolts/ /arm)
- 29 One line of grab rail and two lines of guard rail (PVC with MS insert/AL)
- 30 Bell switches-4 Nos.
- 31 Side baggage room-1 No.
- 32 Head lamp-2 Nos. & tail lamp-2 Nos.
- 33 Front number plate-1 No. & rear number plate-1 No.
- 34 6 span roof luggage carrier with platform, windshield guard and ladder.

SPECIFICATION FOR LUXURY BUS

Valid for all lp/lpo models on 1210/1312/1313/1316/1516 telco/cummins chassis for all wheel base and overhang variations.

- 1 Exterior Pannelling with Gp stretch panel and Gp skirt panels (Max of 16)
- 2 Stepped flooring covered with plywood & al. cheq. plate.
- 3 One number mechanically operated J. K. type passenger door.
- 4 Hinged drivers door-1 No.
- 5 Hinged emergency door-1 No.
- 6 Front windshield-2 piece with one destination glass (total-3 piece).
- 7 Rear windshield-3 piece construction.
- 8 Partly sliding windows.
- 9 Room mirror-1 No. & rear view mirror-2 Nos.
- 10 Vora type sun visor.
- 11 One No. pantograph type wiper with asynchronous wiping system.
- 12 Plate type destination indicator.
- 13 Full width drivers partition with one hinged partition door with glass & one fixed glass and provision for TV and fitment of sleeping couch.
- 14 Step partition at front step.
- 15 Front bumper-with rubber end blades.
- 16 Rear bumper split type with end blades.

- 17 One number front towing hook.
- 18 One number battery box under floor with suitable flap & lock.
- 19 Co-driver seat (3-seater) with tool box.
- 20 First aid box-1 No.
- 21 One leg ventilator and roof ventilator for driver.
- 22 Roof lamps
 - a) fluorescent : 5 Nos.
 - b) spot lamp : 1 No.
 - c) Driver cabin lamp-1 No.
 - d) night lamp : 2 Nos.
- 23 Tata 407 driver seat along with seat frame.
- 24 Total 39 seats of luxury type.
- 25 One fan for driver and maximum of 10 fans for passenger.
- 26 Height marker-4 Nos. & side markers-2 Nos.
- 27 Fire extinguisher (1 kg.)-1 No.
- 28 Padded hatrack with maximum of 20 arms (2 bolts/ /arm)
- 29 One line of grab rail.
- 30 Bell switches-4 Nos.
- 31 Side baggage room-1 No.
- 32 One roof ventilator in saloon.
- 33 Rear baggage room-1 No.
- 34 5 Nos of speakers.
- 35 6 Span roof luggage carrier with platform, windshield guard and ladder.
- 36 Cabin hatrack with inverter box
- 37 Head lamp-2 Nos. & tail lamp-2 Nos.
- 38 Front number plate-1 No. & rear number plate-1 No.

SPECIFICATION FOR A/C BUS

Valid for all LP/LPO models on 1210/1312/1313/1316/ /1516 telco/cummins chassis for all wheel base and overhang variations.

- 1 Exterior Pannelling with GP stretch panel and GP skirt panels (max of 16).
- 2 Stepped flooring covered with plywood & vinyl/ /carpet.
- 3 One number mechanically operated J. K. type passenger door.
- 4 Hinged drivers door-1 No.
- 5 Hinged emergency door-1 No.
- 6 Front windshield-5 piece construction.
- 7 Rear windshield-3 piece construction.
- 8 Partly sliding windows
- 9 Room mirror-1 No. & rear view mirror-2 Nos.
- 10 Vora type sun visor.
- 11 One No. pantograph type wiper with synchronous wiping system.
- 12 Plate type destination indicator.
- 13 Full width drivers partition with one hinged partition door with glass & one fixed glass and provision for TV and fitment of sleeping couch.

- 14 Step partition at front step
- 15 Front bumper-full length with rubber end blades.
- 16 Rear bumper split type with end blades.
- 17 One number front towing hook.
- 18 Two number battery boxes under floor with suitable flap & lock.
- 19 Co-driver seat (3-seater) with tool box.
- 20 First aid box-1 No.
- 21 One leg ventilator and roof ventilator for driver.
- 22 Roof lamps
 - a) fluorescent : 5 Nos.
 - b) spot lamp : 1 No.
 - c) night lamp : 2 Nos.
 - d) driver cabin lamp-1 No.
- 23 Tata 407 driver seat along with seat frame.
- 24 Total 39 seats of luxury type.
- 25 One fan for driver and maximum of 10 Nos. for passenger.
- 26 Height marker-4 Nos. & side markers-2 Nos.
- 27 Fire extinguisher (1 kg.)-1 No.
- 28 Padded hatrack with maximum of 20 arms (2 bolts/ /arm) and built in AC ducts and AC louvers.
- 29 One line of grab rail.
- 30 Bell switches-4 Nos.
- 31 Side baggage room-1 No.
- 32 Rear baggage room-1 No.
- 33 5 Nos of speakers.
- 34 4 Span roof luggage carrier with platform, windshield guard and ladder.
- 35 Cabin hatrack with inverter box
- 36 head lamp-2 Nos. & tail lamp-2 Nos.
- 37 Front number plate-1 No. & rear number plate-1 No.
- 38 Kirloskar SMO-220 a/c fully commissioned.

SPECIFICATION FOR ORDINARY LP 609/38 BUS (60% ROH)

Valid for all LP 609/613/709/407 chassis with all wheel base and overhang variations

- 1 Exterior Pannelling with GP stretch panel and GP skirt panels (max of 11)
- 2 plain flooring covered with al. cheq. plate (3mm in gangway & 2mm below seats)
- 3 One number mechanically operated J. K. type passenger door.
- 4 Hinged drivers door-1 No. with winding mechanism.
- 5 Emergency door at the middle or rear windshield.
- 6 Front windshield single piece (as per chassis)
- 7 Rear windshield-3 piece construction.
- 8 Full sliding curved windows
- 9 Room mirror-1 No. & rear view mirror-2 Nos.
- 10 Adjustable transparent plastic type of sunvisor
- 11 Wiper assy as per chassis.
- 12 Drivers compartment with AL pipe & partition glass
- 13 Step partition on both sides of steps.
- 14 Front bumper as per chassis.

- 15 Rear bumper full type without rubber end blades.
- 16 Front towing hook as per chassis.
- 17 Two number battery box under floor with suitable flap & lock.
- 18 Tool box-1 No.
- 19 First aid box-1 No.
- 20 Roof lamps
 - a) incandescent : 4 Nos.
 - b) spot lamp : 1 No.
 - c) driver cabin lamp-1 No.

- 21 Drivers seat with small tool box as per chassis.
- 22 Co-driver seat 407 type with seat frame.
- 23 Ordinary seats maximum of 30 Nos.
- 24 Height marker-4 Nos. & side markers-2 Nos.
- 25 Fire extinguisher (1kg.)-1 No.
- 26 Padded hatrack with maximum of 11 arms (2 bolts/ /arm)
- 27 One line of grade rail & guard rail.
- 28 Bell switch-3 Nos.
- 29 4 span roof luggage carrier with platform, windshield guard and ladder.
- 30 Wooden chock with handle 2 Nos.
- 31 Upper panel as per chassis.
- 32 Engine hood as per chassis.

SPECIFICATION FOR LUXURY LP 609/38 BUS

Valid for LP 609/613/709/407 chassis with all wheel base and overhang variations

- 1 Exterior Panneling with GP stretch panel and GP skirt panels (max of 11)
- 2 Plain flooring covered with plywood & al. cheq. plate (1.2 mm)
- 3 One number mechanically operated J. K. type passenger door
- 4 Hinged drivers door-1 No. with winding mechanism.
- 5 Emergency door at the middle of rear windshield.
- 6 Front windshield single piece (as per chassis)
- 7 Rear windshield-3 piece construction.
- 8 Full sliding curved windows.
- 9 Room mirror-1 No. & rear view mirror-2 Nos.
- 10 Adjustable transparent plastic type of sunvisor.
- 11 Wiper assy as per chassis.
- 12 Full width drivers partition with hinged partition door with glass & prov. for TV.
- 13 Step partition at steps.
- 14 Front bumper as per chassis.
- 15 Rear bumper split type without rubber end blades.
- 16 Front towing hook as per chassis.
- 17 One number battery box under floor with suitable flap & lock.
- 18 Co-driver seat (3 seater) with tool box-1 No.
- 19 First aid box-1 No.
- 20 Roof lamps
 - a) fluorescent : 4 Nos.
 - b) night lamp : 2 Nos.
 - c) driver cabin lamp-1 No.

- 21 Drivers seat with small tool box as per chassis.
- 22 Luxury seats maximum of 18 Nos.
- 23 Height marker-4 Nos. side markers-2 Nos.
- 24 Fire extorguisher (1 kg.)-1 No.
- 25 Padded hatrack with maximum of 11 arms (2 bolts/ /arm)
- 26 One line of grab rail & guard rail.
- 27 Bell switch-3 Nos.
- 28 4 span roof luggage carrier with platform, windshield guard and ladder.
- 29 Rear baggage room-1 No.
- 30 Speakers -4 Nos.
- 31 Fans -5 Nos.
- 32 Wooden chock with handle-2 Nos.
- 33 Upper panel as per chassis.
- 34 Engine hood as per chassis.

SPECIFICATION FOR A/C LP 609/38 BUS

Valid for LP 609/613/709/407 chassis with all wheel base and overhang variations

- 1 Exterior panneling with GP stretch panel and gp skirt panels (max of 11)
- 2 Plain flooring covered with plywood & vinyl.
- 3 One number mechanically operated J. K. type passenger door
- 4 Hinged drivers door-1 No. with winding Mechanism.
- 5 Emergency door at the middle of rear windshield.
- 6 Front windshield single piece (as per chassis)
- 7 Rear windshield-3 piece construction.
- 8 Partly sliding windows - separated by metallic divider.
- 9 Room mirror -1 No. & rear view mirror - 2 Nos.
- 10 Adjustable transparent plastic type of sunvisor.
- 11 Wiper assy as per chassis.
- 12 Drivers compartment with AL pipe & partition glass.
- 13 Step partition at steps.
- 14 Front bumper as per chassis.
- 15 Rear bumper full type with rubber end blades.
- 16 Front towing hook as per chassis.
- 17 Two numbers of battery box as under floor with suitable flap & lock.
- 18 Tool box - 1 No.
- 19 First aid box - 1 No.
- 20 Roof lamps
 - a) fluorescent : 4 Nos.
 - b) Night lamp : 2 Nos.
 - c) Driver cabin lamp - 1 No.
- 21 Drivers seat with small tool box as per chassis.
- 22 Luxury seats maximum of 18 Nos.
- 23 Height marker - 4 Nos. side markers - 2 Nos.
- 24 Fire extinguisher (1 kg.) - 1 No.
- 25 Bell switch - 3 Nos.
- 26 Speakers - 4 Nos.
- 27 Fans - 5 Nos.
- 28 Wooden chock with handle - 2 Nos.
- 29 Upper panel as per chassis.
- 30 Engine Hook as per chassis.
- 31 RONVECTA (kptc - type) A/C fully commissioned.
- 32 Painted A/C ducts with 17 Nos of A/C louvers.
- 33 Sides, roof, window panels, partition, and drivers cabin to be carpeted.
- 34 Co-driver seat 407 type one No.

SHELL STATION 1		Time in Minutes						
Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
09101	TROLLEY SETTING	25	25	25	25	20	20	20
09102	BOTH SIDES STRUCTURE MOUNTING	60	60	60	60	20	20	20
09103	FRONT & REAR FLOORS MTG ON TROLLY & WELD	100	100	100	100	90	90	90
09104	COMBINE FLOOR TO SIDES & TACKING	100	100	100	100	75	75	75
09105	FLOOR TO BOTH SIDES FULL WELDING	180	180	180	180	130	130	130
09106	FRONT STRUCTURE MOUNTING	80	80	80	80	80	80	80
09107	FRONT STRUCTURE TO SIDES WELDING	70	70	70	70	60	60	60
09108	REAR STRUCTURE MOUNTING	60	60	60	60	50	50	50
09109	REAR STRUCTURE TO SIDES WELDING	60	60	60	60	50	50	50
09110	REAR TO SKIRT RAILS WELDING	30	30	30	30	30	30	30
09111	PAINT TOUCHUP AND INSPECTION	15	15	15	15	15	15	15
09112	SHELL MOVEMENT	40	40	40	40	20	20	20
09113	EXTRA ACTIVITIES	20	20	20	20	20	20	20
TOTAL			840	840	840	660	660	660

SHELL STATION 2

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
10101	SIDE SIKA AND SOLESEAL APPLYING	20	20	20	20	15	15	15
10102	ROOF DROPPING	115	115	115	115	100	100	100
10103	FRONT DRILLING AND REVETTING	70	70	70	70	55	55	55
10104	REAR DRILLING AND RIVETTING	70	70	70	70	55	55	55
10105	SIDES TACKING, DRILLING AND RIVETTING	330	330	330	330	250	250	250
10106	ROOF TO SIDE WELDING	40	40	40	40	40	40	40
10107	LH SIDE GUTTER WELDING & RIVETTING	30	30	30	30	30	30	30
10108	RH SIDE GUTTER WELDING & RIVETTING	30	30	30	30	30	30	30
10109	HEIGHT MARKER PLATES & WIRE DUCT WELDING	40	40	40	40	40	40	40
10110	ROOF TO REAR CONNECTORS WELDING	45	45	45	45	40	40	40
10111	PLATFORM PLATES WELDING	30	30	30	30	30	30	30

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 Ac
10112	WINDOW PANELS INSTALATION AND WELDING	240	240	240	240	60	60	60
10113	WINDOW PANEL SANDERING	70	70	70	70	20	20	20
10114	FRONT TO ROOF CONNECTORS WELDING	30	30	30	30	25	25	25
10115	BONNET FITMENT AND WELDING	130	130	130	130			
10116	RADIATOR FLAP	20	20	20	20			
10117	STIFFNERS FITMENT	20	20	20	20			
10118	TOE BOARD AND LEG. VENT. PANEL FITMENT	100	100	100	100			
10119	LEG VENT. BOLTING	10	10	10	10			
10120	FRONT FENDER FITMENT & SEAT SUPPORT WELDING	140	140	140	140			
10121	REAL FENDER FITMENT & SEAT SUPPORT WELDING	105	105	90	90	105	105	105
10122	BULK HEAD ASSY	420		420	420		360	360
10123	STEP FLOORING	*230		230	230			
10124	CONCEILED WINDOW SECTION WELDING	*210						
10125	3 TONN RLC REINFORCEMENTS WELDING	*170						
10126	FT STEP FLR CUMS BUS (Incd Enghood Support)	*150						
10127	BONNET REINF & FRAME COMPLETE WELD.	180				180	180	180
10128	SHELL MOVEMENT	20	20	20	20	20	20	20
10129	TUBE FRAME MOUNTING AND WELDING	*180			180			
10130	MS TRAY INSTL. & WELDING	*210			210			
10131	A/C TOP FRAME BOLTING	*90			90			
10132	A/C FINISHING AND TOUCHUP	*210			210			
10133	PLATE WELDING IN WINDOW TOP HAT SECTION	160						160
10134	ANGLE WELDING TO SCREW AC DUCT (KPTC type)	160						160
TOTAL			1705	2340	3030	1095	1455	1775

SHELL STATION 3		Time in Minutes						
Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
11101	LHS PANEL CUTTING AND LOADING	25	25	25	25	25	25	25
11102	RHS PANEL CUTTING AND LOADING	25	25	25	25	25	25	25
11103	BEADING FITMENT ON LH SIDE	10	10	10	10	10	10	10
11104	BEADING FITMENT ON RH SIDE	10	10	10	10	10	10	10
11105	LHS PANEL LOWER PART CUTTING	15	15	15	15	15	15	15
11106	RHS PANEL LOWER PART CUTTING	15	15	15	15	15	15	15
11107	LH SIDE PANEL SETTING	10	10	10	10	10	10	10
11108	RH PANEL SETTING	10	10	10	10	10	10	10
11109	LH SIDE PANEL SPOT WELDING	30	30	30	30	20	20	20
11110	RH SIDE PANEL SPOT WELDING	30	30	30	30	15	15	15
11111	LH SIDE FRONT & REAR DRILLING & RIVETTING	15	15	15	15	15	15	15
11112	RH SIDE FRONT & REAR DRILLING & RIVETTING	15	15	15	15	15	15	15
11113	BOTH SIDES PANEL CUT OFF FROM FIXTURE	20	20	20	20	20	20	20
11114	PANEL BENDING AT DRIVER DOOR & WELDING	20	20	20	20	10	10	10
11115	PANEL BENDING AT EMG DOOR AND WELDING	20	20	20	20			
11116	PANEL BENDING AT PASSENGER DOOR & WELD	30	30	30	30	30	30	30
11117	CO-DRIVER SIDE ST PANEL BENDING AND WELD	20	20	20	20			
11118	SHELL MOUNTING ON TYRE TROLLEYS	60	60	60	60	50	50	50
11119	TROLLEYS REMOVING	20	20	20	20	20	20	20
11120	CO-DRIVER ST. PANEL FITMENT	45				45	45	45
11121	SHELL MOVEMENT	20	20	20	20	20	20	20
TOTAL			420	420	420	380	380	380

SHELL STATION 4

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
12101	DRIVERS DOOR APERTURE	157	157	157	157	280	280	280
12102	FRONT GUTTER RAILS SANDERING	30	30	30	30			
12103	FRONT WELDING WITH PANELS	20	20	20	20			
12104	FRONT STEP INSTALATION	40	40	40	40	35	35	35
12105	INNER REINFORCEMENT & TRUSS PANELS INSTL	110	110	110	110	45	45	45
12106	BATTERY BOX INSTALATION	51	51	51	51	50	50	50
12107	DRIVER DOOR FITMENT	100	100	100	100	100	100	100
12108	EMERGENCY DOOR FITMENT	100	100	100	100			

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
12109	STEP NONSKID FRONT	*110	110	110	110	110	110	110
12110	LUGGAGE BOX INSTALATION	51	51	51	51			
12111	REAR STEP INSTALATION	40						
12112	LEG REST EXTENSION	60	60					
12113	WINDSHIELD TRIMMING 3 PIECE	*300	300	300				
12114	WINDSHIELD TRIMMING 5 PIECE	*500			500			
12115	WINDSHIELD TRIMMING 2 PIECE	*200						
12116	STEP NONSKID REAR	105						
12117	DRIVER PARTITION INSTALATION & WELDING	328		328	328		275	275
12118	PARTITION PANNELING	*370		370	370		210	210
12119	TV FRAME INSTALATION & WELDING	50		50	50		60	60
12120	SUNKEN FOOT REST PANEL INSTALATION	30		30	30			
12121	PARTITION DOOR FITMENT	93		93	93		90	90
12122	AC BATTERY BOX INSTALATION	50			50			50
TOTAL			1129	1940	2190	620	1255	1305

SHELL STATION 5

Time in minutes

Act Code	Activity	STD Time	1210 ORD LP 52	1210 LUX LP 59	1210 AC LP 59	609 ORD	609 LUX	609 AC
13101	CHEQUERED PLATES FITMENT IN SALOON	300	300	360		285	345	
13102	REAR FEND CHEQ. PLTS DRL & FT WITH BEADING	30	30			30	30	
13103	FUEL INSP LID FITMENT	30	30		30	15	15	15
13104	CHEQUERED PLATES FITMENT IN CABIN	180	180	180	180	75	75	
13105	FRT FEND CHEQ. PLTS DRL & FT WITH BEADING	30	30					
13106	CHEQUERED PLATES DRILLING IN SALOON	330	330			160		
13107	CHEQUERED PLATES DRILLING IN CABIN	90	90	100	100	40	40	
13108	CHEQUERED PLATES RIVETTING IN SALOON	490	490			400		

Act Code	Activity	STD Time	1210 ORD LP 52	1210 LUX LP 59	1210 AC LP 59	609 ORD	609 LUX	609 AC
13109	CHEQUERED PLATES RIVETTING IN CABIN	180	180	170	170	50	50	
13110	RIVETTING & GAP FILLING	20	20	20	20			
13111	SOLESEALER APPLICATION TO FLOOR	195	195	195	195	110	110	110
13112	PLYWOOD FITMENT	600		600	600		420	420
13113	PLYWOOD DRILLING AND SCREWING	600			600			210
13114	PLYWOOD & CHEQ. PLTS DRILLING & SCREWING	660		660			240	
13115	AC INSP LID FRAMES INSTL	105			105			90
TOTAL			1875	2285	2000	1165	1325	845

CHEQUERED PLATES TIMINGS FOR LPO 55 AND LP 59 ORDINARY BUSES

Act Code	Activity	LPO
13101	CHEQUERED PLATES FITMENT IN SALOON	285
13102	REAR FEND CHEQ PLTS DRL & FT WITH BEADING	40
13103	FUEL INSP LID FITMENT	30
13104	CHEQUERED PLATES FITMENT IN CABIN	180
13105	FRT FEND CHEQ PLTS DRL & FT WITH BEADING	40
13106	CHEQUERED PLATES DRILLING IN SALOON	390
13107	CHEQUERED PLATES DRILLING IN CABIN	105
13108	CHEQUERED PLATES RIVETTING IN SALOON	575
13109	CHEQUERED PLATES RIVETTING IN CABIN	210
13110	RIVETTING & GAP FILLING	20
TOTAL		1875

NOTE:-

For ordinary buses requiring full length
M S Solid rivetting following additional
time will be allowed.

LP 52 180 mins.

LP 59/LPO 55 210 mins.

SHELL STATION 6

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
14101	SKIRT RAIL CUTTING TO SIZE & FITMENT	208	208	208	208	120	120	120
14102	BOTH SIDES SKIRT PANELS FITMENT	328	328	328	450	240	240	240
14103	PILLER COVER AROUND FRONT P DOOR	50	50	50	50	50	50	50
14104	PILLER COVER AROUND REAR P DOOR	50						
14105	REAR Z SECTION PLUG WELDING & SANDERING	15	15	15	15	15	15	15
14106	WHEEL ARC PANEL RECTIFICATION	54	54	54	54	45	45	45
14107	ALL DRUMMING ANGLES & LOCK CATCHER WELD	180	180	180	180	120	120	120
14108	SOLE SEALER APPLICATION TO STRUCTURE	50	50	50	50	40	40	40
14109	BOTTOM Z SECTION CUTTING	25	25	25	25	15	15	15
14110	JAMB PILLER COVER FRONT DOOR	*85	85	85	85	85	85	85
14111	BEARING FITMENT FRONT DOOR	20	20	20	20	20	20	20
14112	TRIM PANEL FITMENT FRONT STEP	35	35	35	35	35	35	35
14113	JAMB PILLER COVER REAR DOOR	*85						
14114	BEARING FITMENT REAR DOOR	20						
14115	TRIM PANEL FITMENT REAR STEP	35						
14116	REAR BAGGAGE ROOM INNER PANNELING	105		105	105		85	85
14117	REAR BAGGAGE ROOM PANNELING	45		45	45		40	40
TOTAL			1050	1200	1322	785	910	910
SHELL TOTAL			7019	9025	9802	4705	5985	5875

TRIMMING STATION 1

Time in minutes

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
30101	SHELL DROPPING	20	20	20	20	20	20	20
30102	SHELL ALIGNMENT	45	45	45	45	40	40	40
30103	CONNECTORS WELDING	325	325	325	325	230	230	230
30104	CONNECTORS PAINT TOUCHUP	30	30	30	30	20	20	20
30105	BULK HEAD CONNECTORS WELDING	90		90	90		80	80
30106	AC BKT AND CONNECTORS WELDING	90			90			
30107	PROPELLER SHAFT WELDING	30	30	30	30	30	30	30
30108	COUPLING MOUTH WELDING	30	30	30	30			
30109	FRONT MUDGAURD WELDING	60	60	60	60	60	60	60
30110	REAR MUDGAURD WELDING	60	60	60	60	60	60	60
30111	BATTERY MOUNTING	30	30	30	30	20	20	20
30112	BATTERY CLAMPING	15	15	15	15	15	15	15
30113	SPARE WHEEL MOUNTING	20	20	20	20			
30114	FRONT TOWING PIN HOOK FITMENT	10	10	10	10			
30115	REAR TOWING PIN HOOK FITMENT	10	10	10	10			
30116	BULKHEAD BOLTING	20		20	20		20	20
30117	BONNET PIPING AND CLAMPING	40	40	40	40			
30118	SINGLE DOOR PNEUMATIC PIPING	95						

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
30119	DOUBLE DOOR PNEUMATIC PIPING	135						
30120	AIR TANK RE-FITMENT	35	35	35	35			
30121	FUEL TANK RE-FITMENT	60	60	60	60	60	60	60
30122	AIR TANK SHIFTING	60						
30123	FUEL TANK SHIFTING	60						
30124	SHIFTED AIR TANK PIPE LAYING	120						
30125	SHIFTED FUEL TANK PIPE LAYING	90						
30126	AIR LEAKAGE CHECKING	20	20	20	20			
30127	SPARE WHEEL BKT SHIFTING	120		120	120			
30128	RADIATOR MOUNTING	20	20	20	20			
30129	FRONT BUMPER FITMENT	65	65	65	65	60	60	60
30130	FRONT BUMPER END BLADES FIT	60	60	60	60			
30131	REAR BUMPER FITMENT	50	50	50	50	50	50	50
30132	REAR BUMPER END BLADES FIT	50		50	50	50	50	50
30133	FRP FITMENT & SCREWING	20	20	20	20			
30134	WHEEL BOX FITMENT	16	16	16	16			
30135	WIPER MOTOR FITMENT	30	30	30	30			
30136	WIPER LINKAGE FITMENT	16	16	16	16			
30137	DIESEL FILLING	15	15	15	15			
30138	HAND BRAKE FITMENT/SETTING	45	45	45	45	30	30	30
30139	CP FLAP LOCK FITMENT	20	20	20	20			
30140	STEERING FITMENT	50	50	50	50			
30141	BRAKE PEDAL FITMENT	20	20	20	20			
30142	ACC PEDAL FITMENT	25	25	25	25			
30143	CLUTCH PEDAL FITMENT	20	20	20	20			
30144	WASHER MOTOR FITMENT	15	15	15	15			
30145	AIR CLEANER FITMENT	40	40	40	40			
30146	EXAST PIPE FITMENT	25	25	25	25	25	25	25
30147	BATTERY SLIDING TROLLEY FITMENT	60	60	60	60	60	60	60
30148	POWER STEERING FITMENT	50	50	50	50			
30149	MUDGAURDS ASSY	25	25	25	25	25	25	25
30150	FRONT MUDGAURDS FITMENT	50	50	50	50	50	50	50
30151	REAR MUDGAURDS FITMENT	50	50	50	50	50	50	50
30152	1510 EMBLEM FITMENT	12	12	12	12			
30153	RE FITMENT OF CHASSIS/COWL ITEMS FOR 609	330				330	330	330
30154	BUS MOVEMENT	16	16	16	16	16	16	16
30155	AC BATTERY FITMENT WITH TROLLEY	90			90			90
30156	HORN FITMENT	15	15	15	15			
30157	SAND GAURD FITMENT	*210	210	210	210	140	140	140
30158	CHASSIS/COWL DISMENTALLING	*360	360	360	360	360	360	360
30159	CHASSIS CUTTING	*60		60	60			
30160	CHASSIS EXTENSION	*120		120	120			
30161	609 REAR COWL BOLTING	90				90	90	90
30162	AC OUTRIGGER WELDING	*360			360			
30163	AC COMPRESSOR AND ALTERNATOR FITMENT	210						210
30164	AC UNIT MOUNTING/CONDENSOR & EVAPORATOR	*260			260			150
30165	AC PIPING AND COMMISSIONING	*840			840			210
30166	AC SILENCER PIPE WELDING/ /REFRIGERANT CHAR	*210			210			180
30167	BRAKE CHAMBER FITMENT	25				25	25	25
TOTAL			2240	2700	4550	1916	2016	2856

TRIMMING STATION 2

Time in minutes

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
31101	ROOF HARNESS PASSING	80	80	120	120	70	70	70
31102	CHASSIS HARNESS P & C	120	120	120	120	110	110	110
31103	UPPER PANEL FIT	90	90	90	90	60	60	60
31104	HEAD LIGHT FITMENT	40	40	40	40	30	30	30
31105	FRONT BLINKERS FITMENT	35	35	35	35			
31106	SIDE MARKER FITMENT	35	35	35	35	35	35	35
31107	HEIGHT MARKERS FIT	70	70	70	70	70	70	70
31108	TAIL LIGHT/REV HOOTER FITMENT	65	65	65	65	65	65	65
31109	NO/PLATE LIGHT FITMENT	25	25	25	25	25	25	25
31110	ROOF LAMP FITMENT	100	100			75		
31111	STOP LAMP FIT	16	16	16	16	16	16	16
31112	BELL SWITCH FITMENT	45		45	45		45	45
31113	CABIN LAMP FITMENT	20	20	20	20	20	20	20
31114	ROUND LAMP OR TUBE LIGHT IN CABIN	15	15	15	15	15	15	15
31115	NIGHT LAMP FITMENT	20		20	20		20	
31116	REAR DEST. LAMP FITMENT	20						
31117	FRONT DESTINATION LAMPS FIT	25	25	25	25			
31118	SPEAKER FITMENT	50		50	50		40	40
31119	BELL & BUZZER FITMENT	45	45	45	45	35	35	35
31120	STARTER ALTERNATER CONNECTIONS	25	25	25	25	40	40	40
31121	ENGINE LAMP FITMENT	15	15	15	15	15	15	15
31122	BODY FUSE BOX FITMENT	10	10	10	10	10	10	10
31123	EMERGENCY DOOR S/W & COVERS FITMENT	30	30	30	30			
31124	DRIVERS FAN FITMENT	25	25	25	25	25	25	25
31125	FAN HARNESS PASSING	20		20	20		20	20
31126	PASSENGER FAN AND SWITCH FITMENT	270		270	270		180	
31127	BATTERY CABLE PASSING & CLAMPING	80	80	80	80	80	80	80
31128	HARNESS OF INVERTOR & STEREO & CLAMPING	45		45	45		45	45
31129	TV/VCR HARNESS PASSING	25		25	25		25	25
31130	AIR HORN FITMENT	35	35	35	35			
31131	DUAL HEADLAMP FRP FITMENT	30						
31132	TO MAKE DUAL HEAD LAMP HARNESS	55						
31133	BATTERY CONNECTION	20	20	20	20	10	10	10
31134	BAGGAGE BOX LAMP & SWITCH FITMENT	60		60	60		60	60
31135	CHASSIS FUSE BOX/FLASHER RELAY FITMENT	65	65	65	65	65	65	65
31136	METER PANEL WIRING	280	280	360	360	210	240	240
31137	BRAKE FLUID & CLUTCH BOTTLE FITMENT	20	20	20	20			
31138	BRAKE BLEEDING	90	90	90	90	90	90	90
31139	CLUTCH BLEEDING	20	20	20	20	30	30	30
31140	VCR BOX ACTIVITIES	100		100	100		60	60
31141	ELECTRICAL CHECKING	210	210	300	300	210	300	300
31142	LINE LIGHT FITMENT	300						
31143	ENGINE EXHAUST FITMENT	15	15	15	15			
31135	SEAT BUZZER CONNECTION	20	20	20	20	20		
31145	AC WIRING COMPLETE	360			360			420
31146	DIESEL FILLING	15	15	15	15	15	15	15
31147	CASSETTE PLAYER BOX FITMENT	15		15	15		15	15
31148	STARTER RELAY UNIT FITMENT	60				60	60	60
31149	PNEUMATIC DOOR WIRE PASSING	30						
31150	BATTERY ELIMINATOR SWITCH	90		90	90		90	90
31151	CASSETTE PLAYER FITMENT CHECKING	30		30	30		30	30
31152	DUAL HEAD LIGHT FITMENT	240						
31153	AC GLOW BOX FITMENT	140			140			
31154	FOG LAMP WITH FRP FITMENT	75						
31155	INVERTOR SWITCH FITMENT	15		15	15		15	15

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
31156	ROOF LAMP FITMENT (ARGE TYPE)	120		120	120		90	90
31157	BUS MOVEMENT	16	16	16	16	16	16	16
31158	RLC BOLTING & SIKA APPLICATION	*120	120	120	120	100	100	
31159	CORRUGATED SHEETS & EXTRUSIONS FIT ON RLC	*420	420	420	420	360	360	
31160	PLATFORM AND CHEQUERED PLATES FITMENT	*75	75	75	75	75	75	
31161	LADDER FITMENT	*30	30	30	30	30	30	
31162	WINDSHIELD GAURD FITMENT	*45	45	45	45	45	45	
31163	SIDE UNLOADER FITMENT	*30	30	30	30	30	30	
TOTAL			2492	3507	4007	2162	2922	2502

TRIMMING STATION 3

Time in minutes

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
32101	LHS WINDOWS FITMENT	315	315	420	420	220	220	220
32102	RHS WINDOWS FITMENT	315	315	420	420	220	220	220
32103	WINDOW PANELS PREPARATION & BEADING	120	120	140	140	80	80	80
32104	WINDOW PANELS SCREWING	*140	140	140	140	100	100	100
32105	DRIVER DOOR NONSKID	16	16	16	16			
32106	SIDE PANELS PREPARATION AND FITMENT	400	400	360	360	210	210	210
32107	SIDE PANELS DRILL, SCREW AND RIVETTING	255	255	300	300	160	160	160
32108	DRIVER DOOR LOCK FIT & PANEL PREPARATION	140	140	140	140	140	140	140
32109	ARROW ACRYLIC FITMENT	25	25	25	25			
32110	DRIVER DOOR LOCK CATCHER FITMENT	40	40	40	40	30	30	30
32111	E/DOOR LOCK CATCHER FITMENT	40	40	40	40			
32112	EMERGENCY DOOR PANELLING	30	30	30	30			
32113	ROOF PANELLING	850	850	1080	1080	640	640	640
32162	WINDOW SCREWING	40	40	40	40	40	40	40
32114	ROOF DRILLING & RIVETTING	110	110	120	120	85	85	85
32115	ROOF EXTRUSION BEADING	48	48	60	60	35	35	35
32116	LINE LIGHT EXTRUSION FITMENT	320						
32117	DRIVER VENTILATOR FITMENT	105	105	105	105			
32118	CURTAIN RAILS FITMENT (PIPE TYPE)	210						
32119	CABIN CURTAIN RAILS FITMENT	45						
32120	DRIVER'S PARTITION PANELLING	180		180	180		140	140
32121	PARTITION DOOR PANELLING	90		90	90		90	90
32122	WIREMESH TOP BOLTS FITMENT	90						
32123	PARTITION EXTRUSION FITMENT	120		120	120		100	100
32124	FRONT PASSENGER DOOR FITMENT	85	85	85	85	85	85	85
32125	REAR PASSENGER DOOR FITMENT	85						
32126	FRT PASSENGER DOOR PNEUMATICS FITMENT	120						
32127	REAR PASSENGER DOOR PNEUMATICS FITMENT	120						
32128	3 WAY COCK FITMENT	50						
32129	PASSENGER DOOR SPEED SETTING	20						
32132	GAURD RAILS FIT (SINGLE)	150						120
32133	GAURD RAILS FIT (TWO)	280	280			200		
32134	GUARD RAILS FIT (FIVE NOS)	360						
32135	CONCEILED WINDOW FITMENT	270						

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
32136	EXTRUSION ABOVE C WINDOW FITMENT	220						
32137	C WINDOW GLASSES FITMENT	240						
32138	EXTRUSION FITMENT ABOVE GLASS	220						
32140	PLYWOOD CUTTING & FITMENT FOR PARTITION	140		140	140			
32141	COOLING UNIT INSIDE PANNELLING	*630			630			
32142	COOLING UNIT OUTSIDE COVER FITMENT	*120			120			
32143	AC PIPES COVERS FITMENT	*160			160			210
32144	WIRE MESH ACTIVITIES	420						
32145	AC SIDE DUCT FITMENT	*90			90			
32146	ROOF HATCH AND EXTRUSION FITMENT	125	125	125				
32147	BUS MOVEMENT	16	16	16	16	16	16	16
32148	SS ANGLE FITMENT FOR PARTITION	360						
32149	GRAB RAIL FITMENT	100	100	100	100	70	70	70
32150	DRAIN HOLE CUPS FITMENT	25	25	25	25	40	40	40
32151	VINYLE/CARPET FLOORING	*630			630			375
32152	SIDE CARPETING	*420						270
32153	ROOF CARPETTING INCLUDING CABIN	*840						500
32154	ROOF EXTRUSION FITMENT ON CARPET	*180						100
32155	CARPET FOR WINDOW PANELS	*360						120
32156	CARPET FOR D. DOOR AND E. DOOR	*90						
32157	CARPET FOR PARTITION	*360						250
32158	CARPET FOR TV BOX	*90						60
32160	ROOF EXTRA EXTRUSION FITMENT (KPTC TYPE)	240						240
32161	PASSERGER DOOR MOTOR FITMENT (KPTC TYPE)	120						
32162	BOTH SIDES EXTRA WINDOWS FITMENT (KPTC TYPE)	360						360
32164	AC DUCTS & LOUERS FITMENT (17 NOS.)	420						420
TOTAL			3620	4357	5862	2371	2501	5526

TRIMMING STATION 4

Time in minutes

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
33101	WINDOW BEADING	150	150	150	150	105	105	105
33102	REAR GRAB HANDLE FITMENT	18	18	18	18	18	18	18
33103	OUTSIDE EXTRUSION FITMENT	200	200	200	20	160	160	160
33104	CLEANING & RE-FITTING OF ALL O SIDE EXTRUSION	70	70	70	70	70	70	70
33106	VINYLE TUBE	30	30	30	30	20	20	20
33107	CHAIN & HOOKS	20	20	20	20	20	20	20
33108	LOCK CATCHER GROMMETS	10	10	10	10	10	10	10
33109	608 HANDLE FITMENT	16	16	16	16	16	16	16
33110	SEAT BUZZER FITMENT	15	—	—	—	—	—	—
33111	REAR TATA	10	10	10	10	10	10	10
33112	REAR NO PLATE	15	15	15	15	15	15	15
33113	REAR WIND SHIELD FITMENT	135	135	135	135	135	135	135
33114	REAR DEST FITMENT	50						
33115	E/DOOR LOCK AND HANDLE FITMENT	140	140	140	140			
33116	REAR EMG DOOR LOCK COVER & TOWER BOLT FIT	30				30	30	30
33117	SIDE REFLECTORS FITMENT	120						

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
33118	GREASING FOR LOCKS AND ROLLERS	20	20	20	20	20	20	20
33119	FRONT WIND SHIELD 2 PIECE	110	110	110				
33120	609 FRONT WIND SHIELD FITMENT	100				100	100	100
33121	DEST GLASS FITMENT	45	45					
33122	FRONT WIND SHIELD 5 PIECE	360			360			
33123	WIPER BLADES FITMENT	16	16	16	16	16	16	16
33124	WIPER BLADES & NOZZLES SETTING	10	10	10	10			
33125	FRONT DESTINATION WITH WINDERS	55						
33126	FRONT DEST PLATE TYPE/ON DASH BOARD	35	35	35	35			
33127	FRONT GRAB HANDLES FITMENT	15	15	15	15			
33128	WINDOW TOP SCREWING	40	40	40	40	30	30	30
33129	SUNVISOR FITMENT ACRYLIC/VORA/ /CURTAIN TYPE	30	30	30	30	30	30	30
33132	SALOON MIRROR	20	20	20	20	20	20	20
33133	DRIVER SEAT FITMENT	50	50	50	50	50	50	50
33134	CO-DRIVER SEAT FITMENT	50				50		50
33135	DRIVER BELT FITMENT	20						
33136	FRONT TATA	10	10	10	10			
33137	FRONT NO. PLATE	10	10	10	10			
33138	RVMS FITMENT	30	30	30	30	30	30	30
33139	ENG HOOD SEALING & BEADING	90	90	90	90	20	20	20
33140	PARTITION DOOR NON-SKID FITMENT	10		10	10		10	
33141	LEG VENTILATOR KNOB FITMENT	10	10	10	10			
33142	AIR CLEANER PANEL FITMENT	30	30	30	30			
33143	ENGINE HOOD CLAMPS FITMENT	30	30	30	30			
33144	JACK LEVEL CLAMPS FITMENT	10				10	10	10
33145	INVENTOR BKT FITMENT	30						
33146	FENDER EXTRUSION FITMENT (TRAPEZORDAL FEL)	200	200	200	200	100	100	100
33147	TATA EMBLEM	10	10	10	10			
33148	SLEEPING COUCH FITMENT	120		120	120			
33149	DRIVERS PARTITION WITH PARTITION GLASS	220	220			220		
33150	SWING PARTITION	100						
33151	FIXED PIPE PARTITION	60						
33152	STEP PARTITION FRONT	200	200	200	200	200	200	200
33153	STEP PARTITION REAR	200						
33154	DRIVER PARTITION AL. GRILL TYPE	120						
33155	STEP GRAB HANDLE FITMENT	20	20	20	20	20	20	20
33156	STEP NON-SKID REFITMENT	15	15	15	15	15	15	15
33157	TUBULAR HATRACK LOADING AND FITMENT	400	400			300		
33158	LUX HATRACK LOADING AND FITMENT	350		350			250	
33159	AC HATRACK LOADING AND FITMENT	500			500			350
33160	SIKA APPLICATION FOR CON. WINDOWS	210						
33161	CON. WINDOW BEADING	210						
33162	CON. WINDOW OUTSIDE FRP ENDCAPS FIT	210						
33164	ASHTRAYS FITMENT	180						
33165	OUTSIDE & INSIDE BEADING	30	30	30	30	20	20	20
33166	BUS MOVEMENT	16	16	16	16	16	16	16
33167	WAIST RAIL FITMENT	210	210	210	210	150	150	150
33168	SEAT RAIL FITMENT	210	210	210	210	150	150	150
33169	T MONOGRAM	10	10	10	10			
33170	AIR DAMP PANEL	30	30	30	30			
33171	FRONT REFLECTORS	10	10	10	10			

Act Code	Activity	STD Time	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
33172	PARTITION DOOR GLASS FITMENT	80		80	80		80	
33173	DRIVER BACK PARTITION GLASS FITMENT	190		190	190		180	180
33174	EMG DOOR BEADING	55	55	55	55	30	30	30
33175	DR DOOR BEADING	55	55	55	55	30	30	30
33176	BAGGAGE BOX BEADING	40		40	40		35	35
33177	FIRE EXTINGUISHER FITMENT	12	12	12	12	12	12	12
33178	FIRST AID BOX FITMENT	12	12	12	12	12	12	12
33179	VCR BOX FITMENT	45		45	45		45	
33180	CABIN HATRACK FITMENT	45		45	45			
33181	PARTITION DOOR BEADING	60		60	60		45	45
33182	PARTITION DOOR LOCK & HANDLE FITMENT	60		60	60		60	60
33183	WIRE MESH EXTRUSION FITMENT	70						
33184	FLOOR EXTRUSION FITMENT	420		420	420			
33185	PASSENGER SEATS FITMENT INCLUDING CABIN 3	*420	420	420	420	300	300	300
33186	STICKING HITLON TO ROOF AND INSIDE DUCTS	150						150
33187	DUCT END COVERS FITMENT (KPTC TYPE)	120						120
33188	EXTRA WINDOW BEADING (KPTC TYPE)	90						90
TOTAL			3550	4305	4705	2560	2695	3070
TRIM TOTAL			11902	14869	19124	9009	10134	13954

FINISH PAINT SHOP

Time in minutes

Act Code	Activity	1210 ORD	1210 LUX	1210 AC	609 ORD	609 LUX	609 AC
23101	SHELL IN	35	35	35	35	35	35
23102	SIKA APPLICATION	390	420	420	300	300	300
23103	SANDERING FOR SURFACER	300	300	300	200	200	200
23104	CLEANING FOR SURFACER	240	240	240	160	160	160
23105	MASKING FOR SURFACER	60	60	60	50	50	50
23106	ETCH PRIMER	(20x3) 60	(20x3) 60	(20x3) 60	(15x3) 45	(15x3) 45	(15x3) 45
23107	SURFACER	(30x2) 60	(30x2) 60	(30x2) 60	(25x2) 60	(25x2) 50	(25x2) 50
23108	INSIDE PAINTING	(45x2) 90	(45x2) 90	(45x2) 90	(30x2) 60	(30x2) 60	(30x2) 60
23109	PUTTY	30	30	30	30	30	30
23110	FLASH OFF/OVER SPRAY	40	40	40	30	30	30
23111	BAKING	45	45	45	45	45	45
23112	SANDERING FOR FINISH PAINT	320	320	320	210	210	210
23113	MASKING FOR FINISH PAINT	80	80	80	70	70	70
23114	CLEANING FOR FINISH PAINT	210	210	210	160	160	160
23115	FLASH OFF / OVER SPRAY	70	70	70	60	60	60
23116	TOP COAT	(70x2) 140	(70x2) 140	(70x2) 140	(45x2) 90	(45x2) 90	(45x2) 90
23117	BAKING FOR FINISH PAINT	45	45	45	45	45	45
23122	FLASH OFF / OVER SPRAY	130	130	130	90	90	90
23123	DESIGN BAKING	45	45	45	45	45	45
23124	CLEARANCE	460	460	460	320	320	320
TOTAL		2715	2745	2745	1960	1960	1960

	Design Painting Timings for Different Colour Schemes					
	ALL 1210, 1313 AND 1510 MODE			ALL 609 AND 613 MODELS		
	2 Strips with Roof lines	2 Strips without Roof lines	Special like cumm etc.	2 Strips with Roof lines	2 Strips without Roof lines	Special like Cummins etc.
23118 DESIGN MARKING	150	120	200	90	70	120
23119 DESIGN MASKING	150	120	220	90	70	120
23120 CLEANING FOR DESIGN PAINTING	110	100	120	80	80	80
23121 DESIGN PAINTING	(45x3) 135	(35x3) 105	(55x3) 165	(30x3) 90	(25x3) 75	(40x3) 120
TOTAL	545	445	705	350	295	440

ABOVE TIMINGS ARE INCLUDING SHELL MOVEMENT TIMES.

HOWEVER, DUE TO CYCLE CONSTRAINT 10 OPERATORS ARE PLANNED PER BUS.

TIMINGS TO BE REVIEWED TO ENSURE 12 CYCLES IN PAINT BOOTH IN TWO SHIFTS.

ANNEXURE "B"

LIST OF THE BANKS

Sr. No.	Name of Bank	Place
1.	THE GOA STATE CO-OPERATIVE BANK LTD.	VALPOI
2.	THE GOA STATE CO-OPERATIVE BANK LTD.	HONDA
3.	STATE BANK OF INDIA	HONDA
4.	THE SANKHALI URBAN CO-OPERATIVE CREDIT SOCIETY LTD.	HONDA
5.	THE SANKHALI URBAN CO-OPERATIVE CREDIT SOCIETY LTD.	SANQUELIM
6.	THE MAPUSA URBAN CO-OPERATIVE BANK	SANQUELIM
7.	STATE BANK OF INDIA	KERI
8.	THE BICHOLIM URBAN CO-OPERATIVE BANK LTD.	BICHOLIM
9.	THE MAPUSA URBAN CO-OPERATIVE BANK	MAPUSA
10.	STATE BANK OF INDIA	PANAJI
11.	THE MAPUSA URBAN CO-OPERATIVE BANK	PANAJI
12.	THE BICHOLIM URBAN CO-OPERATIVE BANK LTD.	PONDA
13.	THE MADGAUM URBAN CO-OPERATIVE BANK LTD.	MARGAO
14.	THE GOA STATE CO-OPERATIVE BANK LTD.	PALE
15.	STATE BANK OF INDIA	CURCHOREM

Note: Additional Bank for one Village/Town (other than mentioned above) will be considered provided there should be minimum 30 Employees.

ANNEXURE "C"

INCREASE SALARY DISTRIBUTION TO WORKMEN OF BBD AS ON 1-7-95

Direct :	Rupees
1. Number of increments in Basic - 8 Nos.	
2. VDA @ 1.75 PER POINT	198.00
3. Fixed Dearness Allowance	40.00
4. House Rent Allowance	105.00
5. Conveyance	100.00
6. Other Allowance	85.00
7. Allowance 1 (Differential Amount)	
8. Leave Travel Allowance p.m.	50.00
— To be paid Yearly (*)	
Indirect :	
1. BONUS @ 20% of (Basic + VDA + FDA)	
2. Provident Fund @ 10% of (Basic + VDA + FDA)	
3. Gratuity @ 4.80% of (Basic + VDA + FDA)	
TOTAL Rise (Direct + Indirect)	860.00

(*) To be calculated proportionately month wise.

ANNEXURE "D"

Ancillarisation at bus body

At BBD the installed plant and equipment production capacity is for 4 buses of 1210 staff model.

For the Technology and Production facilities installed, it is necessary to produce 1200 staff buses per annum, so as to ensure economical return on the investment.

There are various Body Builders offering the buses at very competitive prices and hence to be in the business ACGL has to price their product reasonably. Thus cost reduction and cost control alone can result in survival of the company, when the prices are escalating regularly.

This is possible only by:

1) Increase in total bus output, so that the fixed cost is distributed over more number of buses.

2) Reduce the cost of production, by better utilisation of highly paid workforce in the technologically sensitive area, specialised work areas.

The following operations at Bus Body Division will be ancillarised:

1) Component manufacturing section which includes Shearing machine, Press Brake Turret Punch Press & other related activities.

2) Pretreatment and prime paint shop.

3) Trim line.

Also an option for Ancillarisation of Finish Paint Shop is being evaluated.

In stores work like loading, unloading, binning of material etc. which is purely unskilled and of manual nature will be done by deployment of daily wage workmen in place of existing highly skilled BBD workmen.

The above ancillarisation will result in release of highly skilled & trained operators which will be redeployed in required production areas. This in turn will increase the total utilisation of plant, machinery & manpower and the project will be economically viable.

This will add strength to the Bus Body Division to survive in the highly competitive market.

Ancillarisation will not lead to retrenchment of existing workmen.

No order as to cost. Inform the Government accordingly about the passing of the Award.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

✓ Order

No. CL/Pub-Awards/98/1844

The following Award dated 5-2-1999 in Reference No. Common Award in Ref. Case Nos. IT/9/87 & IT/31/91 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.

Panaji, 30th March, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

(1) Ref. No. IT/9/87

Workmen,
Rep. by Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

— Workmen/Party I

V/s

M/s. McDowell and Co. Pvt. Ltd.,
M/s. Kesarval Beverages Ltd.,
Bethora, Ponda Goa.

— Employer/Party II

(2) Ref. No. IT/31/91

Workmen,
Rep. by Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

— Workmen/Party I

V/s

M/s. Macdowell and Co. Pvt. Ltd.,
M/s. Kesarval Beverages Ltd.,
Bethoda, Ponda Goa.

— Employer/Party II

Workmen/Party I represented by Shri Subhash Naik.
Employer/Party II represented by Adv. Shri G. K. Sardesai.

Dated: 5-2-99

AWARD

These are the reference made by the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes

Act, 1947. The above references can be conveniently disposed off by a common Award since the parties to the references are the same and the issues involved in the said references are inter-related to each other. Also, the settlement arrived at between the parties is common for the said references.

2. The reference registered under No. IT/9/87 is made by the Government of Goa by order dated 12-3-87 bearing No. 28-8-87-ILD and the issues referred for adjudication to this Tribunal is as follows:—

"Whether the actions on the part of the workmen to go on strike from 7-5-86 and subsequent action of the management of M/s. McDowell and Company Private Limited, Bethora, Ponda Goa and M/s. Kesarval Beverages Limited, Bethora, Ponda Goa to declare lockout from 14-5-86 are justified?

If not, what should be the relief to each of the parties?"

3. The reference registered under No. IT/31/91 was made by the Government of Goa by order dated 12-7-91 bearing No. 28/8/87-LAB and the issues referred for adjudication to this Tribunal is as follows:—

"Whether the workmen who were on the roll of M/s. McDowell and Co. Pvt. Ltd. Bethora, Ponda Goa and M/s. Kesarval Beverages Ltd., Bethora, Ponda Goa, during the period of their strike and lockout from 7-5-1986 and 14-5-1986 respectively, are entitled to their annual increments which were to be released on 1-7-1986 and 1-7-1987.

If not, to what relief the workmen are entitled?"

4. On receipt of the notice, from this Tribunal in the above cases, the workmen/Party I (For short "Union") and the Employer/Party II (For short "Employer") put in their appearance and filed their Statement of Claim and Written Statement respectively. On the pleadings of the parties, issues were framed and subsequently, the cases were fixed for the evidence of the Union. However, evidence was not recorded as the parties submitted that they were trying to arrive at a settlement. Accordingly, on 27-4-98, the parties appeared and submitted that the dispute involved in both the references was duly settled by a common settlement. The Union and the employer filed the terms of the settlement alongwith the application in both the above references praying that Award be passed in terms of the said settlement. I have gone through the terms of the settlement dated 27-4-98. The settlement is common for both the references and covers the issues involved in the said references. I am satisfied that the settlement is in the interest of the workmen. I therefore, accept the submissions made by the Union and the employer and pass the Consent Award in terms of the settlement dated 27-4-98 which is common for both the above references.

ORDER

- (a) It is agreed that all eligible workmen shall be paid an additional increment w.e.f. 1st May, 1998 in lieu of the annual increment they were eligible for as on 1-7-86. As regards arrears from 1-7-86 till date, the workmen shall be paid a lumpsum amount, the details of which are given in Annexure "A" to this settlement.
- (b) It is agreed that the workmen shall forego their claims to increment falling due on 1-7-87.
- (c) It is agreed that the workmen shall not be paid wages for the period of strike/lockout.
- (d) In view of the above, the management and the workmen agree that both the references, IT/9/87

and IT/31/91 shall not be pursued as they are fully and finally settled.

The parties agree that the above settlement is in full and final settlement of the above disputes referred by the Government.

The Management offers cheques for the sum specified in Annexure "A" to the workmen simultaneously with the signing of this Settlement before this Hon'ble Tribunal.

The parties pray that the Hon'ble Tribunal pass an award in terms of the above Settlement.

ANNEXURE — A

McDOWELL & COMPANY LIMITED

SALARY DETAILS OF INCREMENTS FOR 1986

Sr. No.	EMPLOYEE No.	Name	Basic as on 30-04-86	Increment as on 1-07-86	Amount as on 31-03-96	Addl.	Total	Increment 25 months 4/96-4/98	20% Addl.	Amount as on 30-04-98
1.	30101	V. B. Chavan	755	25	3500	100	3600	625	125	4350
2.	30102	Kashinath L. Gaunkar	755	25	3500	100	3600	625	125	4350
3.	30103	Tukaram Gaunkar	730	25	3500	100	3600	625	125	4350
4.	30104	M. M. Saikh	730	25	3500	100	3600	625	125	4350
5.	30105	Inacio Mascarenhas	835	30	4200	100	4300	750	150	5200
6.	30110	Lawrence Pereira	865	30	4200	100	4300	750	150	5200
7.	30114	Alberto Calisto	1125	35	4900	100	5000	875	175	6050
8.	30116	Raghunath Gaunkar	705	25	3500	100	3600	625	125	4350
9.	30118	Laxman Gaunkar	705	25	3500	100	3600	625	125	4350
10.	30119	Sayed Mehboob	705	25	3500	100	3600	625	125	4350
11.	30121	Chandrakant Gaunkar	705	25	3500	100	3600	625	125	4350
12.	30122	Shantaram Gaunkar	705	25	3500	100	3600	625	125	4350
13.	30123	Uttam Silkar	705	25	3500	100	3600	625	125	4350
14.	30124	Maruti Iswarappa	705	25	3500	100	3600	625	125	4350
15.	30125	Satiavan Naik	535	15	2100	100	2200	375	75	2650
16.	30126	Vitorino Fernandes	575	20	2800	100	2900	500	100	3500
17.	30128	Ladu Kurtikar	535	15	2100	100	2200	375	75	2650
18.	30129	Mohandas Naik	535	15	2100	100	2200	375	75	2650
19.	30130	Premanand Naik	535	15	2100	100	2200	375	75	2650
20.	30131	Andrew Almeida	535	15	2100	100	2200	375	75	2650
21.	30132	Ganesh Gaude	535	15	2100	100	2200	375	75	2650
22.	30133	Krishna P. Naik	645	25	3500	100	3600	625	125	4350
23.	30135	Das S. Naik	475	15	2100	100	2200	375	75	2650
24.	30136	Jaideo S. Naik	475	15	2100	100	2200	375	75	2650
25.	30137	Gurudas G. Satarkar	475	15	2100	100	2200	375	75	2650
26.	30138	Umesh S. Naik	475	15	2100	100	2200	375	75	2650
27.	30139	Gokuldas Naik	475	15	2100	100	2200	375	75	2650
28.	30140	Gurudas Bethodkar	475	15	2100	100	2200	375	75	2650
29.	30141	Constantine Fernandes	475	15	2100	100	2200	375	75	2650
30.	30142	Umesh T. Naik	475	15	2100	100	2200	375	75	2650
31.	30143	Anand G. Gaunkar	475	15	2100	100	2200	375	75	2650
32.	30144	Sadanand Gaunkar	475	15	2100	100	2200	375	75	2650
33.	30145	Ramakant G. Borkar	475	15	2100	100	2200	375	75	2650
34.	30146	Pascoal Gomes	475	15	2100	100	2200	375	75	2650
35.	30147	Baburao Y. Naik	475	15	2100	100	2200	375	75	2650
36.	30148	Vinayak Shetye	475	15	2100	100	2200	375	75	2650
37.	30149	Dashrath Shetye	475	15	2100	100	2200	375	75	2650
38.	30150	Bablo Kalangutkar	475	15	2100	100	2200	375	75	2650
39.	30151	Nauso Kalangutkar	475	15	2100	100	2200	375	75	2650
40.	30152	Omu P. Gaonkar	475	15	2100	100	2200	375	75	2650
41.	30153	Ramakant L. Gaunkar	475	15	2100	100	2200	375	75	2650

OFFICIAL GAZETTE — GOVT. OF GOA
(SUPPLEMENT)

547

SERIES II. No. 24

11TH SEPTEMBER, 2003

Sr. No.	Employee No.	Name	Basic as on 30-04-86	Increment as on 1-07-86	Amount as on 31-03-96	Addl.	Total	Increment 25 months 4/96-4/98	20% Addl.	Amount as on 30-04-98
42.	30154	Shantaram Gaunekar	475	15	2100	100	2200	375	75	2650
43.	30155	Madhu J. Gaunkar	475	15	2100	100	2200	375	75	2650
44.	30156	Vasant P. Gaunkar	475	15	2100	100	2200	375	75	2650
45.	30157	Ramchandra Naik	475	15	2100	100	2200	375	75	2650
46.	30158	Manohar S. Gaunkar	475	15	2100	100	2200	375	75	2650
47.	30159	Anand B. Gaunkar	475	15	2100	100	2200	375	75	2650
48.	30160	Premanand B. Naik	475	15	2100	100	2200	375	75	2650
49.	30161	Kashinath M. S. Gaunkar	475	15	2100	100	2200	375	75	2650
50.	30162	Chandrakant Kamli	475	15	2100	100	2200	375	75	2650
51.	30163	Rajendra B. Naik	475	15	2100	100	2200	375	75	2650
52.	30164	Jaywant Gaunkar	475	15	2100	100	2200	375	75	2650
53.	30166	Gajanan Mulvi	475	15	2100	100	2200	375	75	2650
54.	30167	Raghu P. Naik	475	15	2100	100	2200	375	75	2650
55.	30168	Miguel Cruz	475	15	2100	100	2200	375	75	2650
56.	30169	Tukaram Kurtikar	475	15	2100	100	2200	375	75	2650
57.	30170	Keshav S. Gaunkar	475	15	2100	100	2200	375	75	2650
58.	30171	Kanta G. Gaude	475	15	2100	100	2200	375	75	2650
59.	30172	Gurudas B. Gaunkar	475	15	2100	100	2200	375	75	2650
60.	30176	Gurudas N. Bhat	460	15	2100	100	2200	375	75	2650
61.	30177	Udai K. Naik	460	15	2100	100	2200	375	75	2650
62.	30178	Nazareth Fernandes	460	15	2100	100	2200	375	75	2650
63.	30179	Mangaldas Naik	460	15	2100	100	2200	375	75	2650
64.	30180	Datta Satarkar	460	15	2100	100	2200	375	75	2650
65.	30181	Damu Sawant	460	15	2100	100	2200	375	75	2650
66.	30182	Prakash B. Naik	460	15	2100	100	2200	375	75	2650
67.	30183	Gurudas Gaude	460	15	2100	100	2200	375	75	2650
68.	30184	Mohandas Kurtikar	460	15	2100	100	2200	375	75	2650
69.	30185	Ganpat Wadekar	460	15	2100	100	2200	375	75	2650
70.	30186	Tulsidas H. Satarkar	460	15	2100	100	2200	375	75	2650
71.	30189	Ramakant Kakodkar	460	15	2100	100	2200	375	75	2650
			38255	1240	173600	7100	180700	31000	6200	217900

McDOWELL & COMPANY LIMITED

Sr. No.	Employee Name	Basic as on 30-04-86	Incr. as on 01-07-86	Reason for date of Separation	Mths From 10/87 Till Seprn. Date	Amount Payable
1.	R. B. Shirodkar	1130	45	Discharged	24-05-86	N.A.
2.	Caitan Pereira	705	25	Dismissed	12-07-86	25
3.	Hari Impalkar	475	15	Dismissed	16-07-86	15
4.	Balchandra Banbagkar	695	25	Dismissed	16-07-86	25
5.	Narayan K. Naik	475	15	Dismissed	10-04-87	150
6.	Faustine Fernandes	535	15	Death	20-11-89	615
7.	Miguel Rebello	855	25	Retirement	20-01-92	1675
8.	Bahadur Khan	855	25	Retirement	23-06-92	1800
9.	Prakash Zalmi	645	25	Dismissal	24-06-92	1800
10.	Mastana Khalifa	460	15	Dismissal	24-06-92	1080
11.	Subhash Agastipur	460	15	Dismissal	01-04-93	1215
12.	Monderem Maulana	780	25	Retirement	01-02-94	2275
13.	Janerin Fernandes	475	15	Dismissal	23-05-94	1425
14.	S. A. Rehman	855	25	Death	04-06-94	2375
15.	Francis Mascarenhas	535	15	Dismissal	09-12-94	1515
16.	Mahadev Satarkar	705	25	Death	08-01-95	2550
17.	Hussain Shah	1195	35	Dismissal	30-04-96	4130

Total

22670

Grand Total Payable

240570

UNITED BREWERIES LIMITED
BETHORA PONDA GOA
SALARY DETAILS INCREMENTS FOR 1986

Sr. No.	Employee No. Name	Basic as on 30-04-86	Increment as on 1-07-86	Amount as on 31-03-96	Addl.	Total	Increment 25 months 4/96-4/98	20 Addl.	Amount as on 30-04-98
1.	990002 Bhagwat D. Naik	805	30	4200	100	4300	750	150	5200
2.	990004 C. Braganza	865	30	4200	100	4300	750	150	5200
3.	990007 Dilip T. S. Parkar	865	30	4200	100	4300	750	150	5200
4.	990009 Ignatius Rodrigues	780	25	3500	100	3600	625	125	4350
5.	990010 Srikant Naik	730	25	3500	100	3600	625	125	4350
6.	990011 Sudhakar Naik	730	25	3500	100	3600	625	125	4350
7.	990012 Rohidas Sawant	780	25	3500	100	3600	625	125	4350
8.	990013 Domingo Dias	865	30	4200	100	4300	750	150	5200
9.	990017 S. R. Shirodkar	835	30	4200	100	4300	750	150	5200
10.	990019 Oliveira Fernandes	805	30	4200	100	4300	750	150	5200
11.	990020 Prakash Nagueskar	865	30	4200	100	4300	750	150	5200
12.	990021 Bholanath Shirodkar	835	30	4200	100	4300	750	150	5200
13.	990022 Anant T. Sawant	805	30	4200	100	4300	750	150	5200
14.	990024 Tukaram Shetye	805	30	4200	100	4300	750	150	5200
15.	990025 Pandurang Gaunkar	780	25	3500	100	3600	625	125	4350
16.	990026 Tulsidas Gaunkar	705	25	3500	100	3600	625	125	4350
17.	990027 Gopi Gaunkar	705	25	3500	100	3600	625	125	4350
18.	990030 Salvador Fernandes	865	30	4200	100	4300	750	150	5200
19.	990032 Laxman Gaunkar	865	30	4200	100	4300	750	150	5200
20.	990034 Suresh Kurpeshkar	835	30	4200	100	4300	750	150	5200
21.	990036 Krishna Gaunkar	775	30	4200	100	4300	750	150	5200
22.	990037 Gurudas Kerkar	730	25	3500	100	3600	625	125	4350
23.	990039 Rohidas Naik	685	20	2800	100	2900	500	100	3500
24.	990040 Narayan Naik	775	30	4200	100	4300	750	150	5200
25.	990041 Santosh P. Naik	565	20	2800	100	2900	500	100	3500
26.	990042 Pradip Shigaonkar	555	20	2800	100	2900	500	100	3500
27.	990043 Umesh S. Naik	555	20	2800	100	2900	500	100	3500
28.	990044 Mangaldas A. Naik	550	15	2100	100	2200	375	75	2650
29.	990045 Ganpat Satarkar	535	15	2100	100	2200	375	75	2650
30.	990046 Gurudas P. Gaunkar	535	15	2100	100	2200	375	75	2650
31.	990049 Jagannath Gaude	475	15	2100	100	2200	375	75	2650
32.	990050 Tima K. Gaunkar	475	15	2100	100	2200	375	75	2650
33.	990051 Rohidas Z. Gaunkar	475	15	2100	100	2200	375	75	2650
34.	990052 Tulsidas Kavlekar	460	15	2100	100	2200	375	75	2650
35.	990053 Chandrakant S. Gaude	460	15	2100	100	2200	375	75	2650
36.	990067 Pandurang Agastipur	460	15	2100	100	2200	375	75	2650
37.	990068 Prabhakar H. Borkar	460	15	2100	100	2200	375	75	2650
38.	990071 Dilip Balikar	720	25	3500	100	3600	625	125	4350
39.	990073 Tulsidas G. Borkar	460	15	2100	100	2200	375	75	2650
			920	128800	3900	132700	23000	4600	160300

UNITED BREWERIES LIMITED
BETHORA PONDA GOA
SALARY DETAILS FOR INCREMENTS FOR 1986

Sr. No.	Employee No.	Employee Name	Basic as on 30-04-86	Increment as on 01-07-86	Reason for Separation	Date of	No. of Mths FM 07/86 Till Seprn.	Amount Payable
1.		Dattaram B. Gaunkar	550	15	Death	31-05-89	35	525
2.		Melito Matias	835	30	Death	18-01-91	67	2010
3.		Luis A. Dias	755	25	Dismissed	28-02-92	68	1700
4.	990008	F. Fernandes	780	25	Dismissed	01-03-93	80	2000
5.	990035	Suhasini Naik	685	20	Resigned	02-05-94	94	1880
6.	990015	M. Caldeira	865	30	Resigned	23-05-94	95	2850
7.	990047	Shrikant Borkar	535	15	Dismissed	27-05-95	107	1605
8.	990005	Govindas A. Naik	725	20	Death	21-06-95	108	2160
9.	990048	Rohidas S. Gaunkar	645	25	Dismissed	14-02-96	116	2900
10.	990074	Santosh G. Naik	460	15	Resigned	23-09-97	135	2025
TOTAL								19655
GRAND TOTAL								179955

No order as to cost. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

✓ Order

No. CL/Pub-Awards/98/1847

The following Award dated 3-2-1999 in Reference No. IT/45/92 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.
Panaji, 30th March, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/45/92

Workmen,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda.

v/s

M/s Fabril Gasosa,
Campal, Panaji-Goa.
Rep. by :

— Workmen/Party I

1. Mrs. Maureen P. F. de Sequeira
2. Mr. Jack S. A. de Sequeira
3. Miss Julia M. A. de Sequeira
4. Miss Lilia Ann Amita de Sequeira

— Employer/Party II

Workmen/Party I represented by Shri P. B. Devari.

Employer/Party II represented by Adv. Shri G. K. Sardesai.

Dated: 03-02-1999

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Government of Goa by order No. 28/23/92-LAB dated 17-7-92 referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of M/s. Fabril Gasosa in terminating the services of the following 9 workmen with effect from 17-9-91 is legal and justified?

1. Datta Pawar
2. Shrivoantappa Rayappa Kengeri, Sr. Operator

3. Vithu C. Gaude, Helper
4. Appa N. Naik, Helper
5. Rohidas K. Naik, Helper
6. Bombi K. Naik, Helper
7. Rohidas Babuso Gaude,
8. Premanand M. Naik, Helper
9. Anand R. Gaude, Helper

2) If not, to what relief the workmen are entitled?"

2. On receipt of the reference, a case was registered under No. IT/45/92 and registered AD notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The workmen/Party I (For short "Union") filed the Statement of Claim which is at Exb. 3. The facts of the case in brief as pleaded by the Union are that it is a registered trade union and the workers of the Employer/Party II (for short "Employer") are its members. That the employer failed to pay the increased amount of wages towards increase in V. D. A. in accordance with the terms of the settlement dated 9-12-86 and in order to recover the amount due, the workmen through the Union filed Claim application under section 33-c(1) of the Industrial Disputes Act, 1947 and the notice of the said application was given to the Employer. That on receiving the said notice, the employer terminated the services of 35 workmen with effect from 17-9-91 which was by way of victimisation as the workers had filed claim application for recovery of their wages. That the Union raised the dispute before the Assistant Labour Commissioner, Panaji, as regards the termination of the services of the workmen named in this reference (For short "Workmen"). That the conciliation proceedings resulted in failure and a failure report was submitted by the Asstt. Labour Commissioner to the Government. The Union contended that the reasons given by the Employer for retrenching the services of the workmen are not true and genuine and that the Employer has employed new workers for terminating the services of the said workmen. The Union also contended that the Employer did not follow the principles of "last come first go" and also did not follow the procedure laid down in Section 25-F of the I.D. Act, 1947 nor obtained any permission from the Government, thereby, violating the provisions of Chapter VB of the I.D. Act, 1947. The Union therefore, contended that the action of the employer in terminating the services of the workmen with effect from 17-9-91 is illegal and unjustified and the workmen are liable to be reinstated in services with full back wages.

3. The employer stated that they decided to retrench the surplus workmen as the employer had borne heavy liabilities on account of surplusage. The employer stated that by notice dated 1-4-91, the workmen were informed that on account of surplusage, the work-force, the management had no alternative but to retrench the services of the workmen and consequently, the services of the workmen were retrenched with effect from 17-9-91 as the situation did not improve. The employer

stated that a substantial section of the workmen accepted their dues in full and final settlement and did not raise any dispute whatsoever. The employer contended that the retrenchment of the workmen is legal, fair and justified. The employer denied that, after the retrenchment, new workers were employed in their place. The employer also denied that the provisions of last come, first go were not followed or that the employer violated the provisions of Sec. 25-F of the I.D. Act, 1947. The employer stated that no permission from the Government as was required under chapter VB of the Industrial Disputes Act, 1947 was required. The employer denied that the services of the workmen were terminated by way of victimisation. The employer therefore prayed that the reference made by the Government be rejected as the workmen are not entitled to any reliefs as claimed by them. The Union thereafter filed Rejoined at Exb. 5.

4. On the pleadings of the parties, issues were framed at Exb. 6 and thereafter, the case was fixed for the evidence of the parties. On 29-1-98, when the case was fixed for recording evidence of the Union, Adv. Shri P. B. Devari appeared on behalf of the Union and Adv. Shri G. K. Sardesai appeared on behalf of the employer alongwith Miss Amita de Sequeira. They submitted that the dispute between the parties was amicably settled by settlement dated 10-1-98 and they also filed the terms of the settlement at Exb. 12. The parties also filed an application dated 29-1-98 at Exb. 11 praying that consent award be passed in terms of the settlement. The parties also filed an application dated 29-1-98 stating that the workmen Rohidas Naik, Bombi Naik and Anand Gaude were reinstated in service immediately after their retrenchment and hence the reference with reference to them does not survive. The Union stated that it does not press for wages of the said workmen for the period of unemployment. In the circumstances I hold that the reference in respect of the workmen Shri Rohidas Naik, Shri Bombi Naik and Shri Anand Gaude does not survive and they are not entitled to any relief and I order accordingly. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workmen. I therefore, accept the submissions made by the parties and pass the consent award in terms of the settlement dated 10-1-98 Exb. 12.

ORDER

1. It is agreed by and between the parties that Shri Rohidas B. Gaude, Datta K. Pawar, Premanand Naik, Appa Naik and Vithu C. Gaude shall be reinstated w.e.f. 1-1-98 with continuity of service, but without backwages. The amount of compensation and gratuity, if paid, at the time of retrenchment shall be adjusted against the arrears payable to them in terms of the settlement dated 12-12-97 and exgratia payable under this settlement. After adjustment of the said amount, if there is any balance payable to the Employer, the same shall be recovered from the future wages of the

said workmen in 10 equal instalments. (As detailed in Annexure 'A'). Upon reinstatement, the workmen named above will receive a basic salary as last drawn by them, with 2 increments of their scale and other allowances applicable, which is spelt out below.

Names	Rohidas Gaude	Datta Parwar	Premanand Naik	Appa Naik	Vithu Gaude
Basic	560	421	540	421	421
Increments	25+25	25+25	25+25	25+25	25+25
F.D.A.	1806	1806	1806	1806	1806
V.D.A.	As per Settlement dated 12-12-97	As per Settlement dated 12-12-97	As per Settlement dated 12-12-97	As per Settlement dated 12-12-97	As per Settlement dated 12-12-97
N. P. A. & 12% basic	70.80	56.52	70.80	70.80	70.80
Sundry allowance	52	52	52	52	52
Washing Allowance	15	15	15	15	15
Total Montly Wage	Rs. 2533.8+ V.D.A.	Rs. 2400.52+ V.D.A.	Rs. 2533.80+ +V.D.A	Rs. 2400.52+ V.D.A.	Rs. 2400.52+ V.D.A

2. It is agreed by and between the parties that Mr. S. R. Kengiri shall be treated as validly retrenched and will be paid his retrenchment compensation as he does not desire to be reinstated. He will be paid an ex-gratia amount of Rs. 5973/- (Five thousand, nine hundred and seventy three only), in addition to the retrenchment compensation of Rs. 6968.50 (Rupees six thousand, nine hundred and sixty eight and fifty paise only) and gratuity of Rs. 7398/- (Rupees seven thousand, three hundred and ninety eight only) in full and final settlement and he will have no claims of whatsoever nature against the employer even if the employer decides to take additional workers at any later stage.

3. It is agreed by and between the parties that the period of retrenchment of Shri Rohidas B. Gaude and Datta K. Parwar shall be treated as No work, No wages. However, they will be paid an amount of Rs. 5000/- each as ex-gratia. These workers shall not earn any leave for the period of their unemployment.

4. It is agreed by and between the parties that the period of retrenchment of Shri Premanand Naik, Appa Naik, Vithu C. Gaude shall be treated as No work, No wages. However, they will be paid an amount of R. 3,500/- each as ex-gratia. These workers shall not earn any leave for the period of their unemployment.

5. It is agreed and declared that the amounts payable by M/s. Fabril Gasosa to the workmen, wherever applicable in the manner hereinabove provided for, are in full and final settlement and satisfaction of all the claims for compensation for loss of office or otherwise howsoever.

6. It is agreed between the parties that this settlement shall be filed in adjudication proceedings Reference number IT/45/92 pending before the Hon'ble Industrial Tribunal for consent award.

Annexure to Settlement dated 10th January, 1988

Retrenched Employees	Compensation	Gratuity	Arrears as per Settlement Dt. 13-12-97	Ex-Gratia	Recoverable by Fabril Gasosa	Recoverable by Fabril Gasosa -	Outstanding from Employees	Monthly recovery from wages of workmen (10 instalments)
					Gratuity	Retrenchment Compensation		
S. R. Kengiri	6,968.50	7,398.00	6,420.00	5,973.00				
Rohidas Gaude			6,388.00	5,090.00				
Datta Parwar			6,300.00	5,000.00				
Premanand Naik			5,800.00	3,500.00	6,282.69	6,111.00	3,093.69	309.4
Appa Naik			6,399.00	3,500.00	5,592.12	6,043.00	1,736.12	173.6
Vithu Gaude			6,398.00	3,500.00	5,592.12	6,043.00	1,737.12	173.6

No order as to cost.

Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

✓ Order

No. CL/Pub-Awards/97/1849

The following Award dated 19-11-98 in Reference No. IT/89/98 given by the Industrial Tribunal Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.

Panaji, 30th March, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

No. IT/89/98

Miss Mamta Kambli
Panaji-Goa.

— Workman/Party I

V/s

The Chief Officer
Panaji Municipal Council
Panaji-Goa.

— Employer/Party II

Workman-Party I present in person

Employer-Party II represented by Adv. Shri S. G. Bhobe

Panaji, dated: 19-11-1998

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 21st September 1998 bearing No. IRM/CON/(43)/94/98/10857 referred the following dispute for adjudication by this Tribunal.

(1) Whether the action of the Panaji Municipal Council in refusing the services of Miss Mamta Kambli, with effect from 1-4-1994 is legal and justified?

(2) If not, to what relief the workman is entitled?

2. On receipt of the reference a case was registered under No. IT/89/98 and registered A/D notice was issued to the parties requiring them to appear on 3-11-98 at 10.30 a. m. In pursuance to the said notice the Workman-Party I (for short, "Workman") appeared in person and the Employer-Party II (for short, "Employer") was represented by Adv. Shri S. G. Bhobe. The Workman filed an application at Exb. 3 stating that she does not wish to contest the case as she is gainfully employed in service with the Goa Government. She prayed that the proceedings be closed.

3. Since it was the case of the workman that the employer refused service to her w.e.f. 1-4-94 and that the said action of the employer is illegal and unjustified and the dispute was referred to this Tribunal by the Government at the instance of the workman, the burden was on the workman to prove that the action of the employer in refusing employment to her was illegal and unjustified. The Bombay High Court in the case of V N S Engineering Services v/s Industrial Tribunal,

Goa, Daman and Diu and another reported in FJR Vol. 71 at page 393 has held that there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he who approaches a Court for a relief should prove his case i.e. the obligation to lead evidence to establish an allegation is on the party making the allegation, the test being that he who does not lead evidence must fail. The Allahabad High Court in the case of V K Raj Industries v/s Labour Court and others reported in 1981 (29) FLR 194 has held that the proceedings before the Industrial Court are judicial in nature even though the Evidence Act is not applicable to the proceedings before the Industrial Court, but the principles unlying the said Act are applicable. The High Court has held that if a workman fails to appear or to file written statement or produce evidence the dispute referred by the Government cannot be answered in favour of the workman and he would not be entitled to any relief.

4. In the present case the dispute was raised by the workman that the employer illegally refused employment to her and the Government made the reference at her instance. Therefore applying the principles laid down by the Bombay High Court and the Allahabad High Court in the above referred cases the burden was on the workman to prove that the action of the employer in refusing employment to her from 1-4-94 is illegal and unjustified. The workman did not file any statement of claim and on the other hand filed an application stating that she does not wish to contest the proceedings and prayed that the proceedings be closed. It is a settled law that once the reference is made by the Government, the same cannot be withdrawn or closed and the Tribunal is bound to answer the reference.

Since the workman has not filed any statement of claim nor led any evidence in the matter, there is no material before me to hold that the action of the employer in refusing employment to her is not legal and justified. This being the case the reference cannot be answered against the employer. In the circumstances, I hold that the action of the employer in refusing employment to the workman w.e.f., 1-4-1994 is legal and justified. Hence, I pass the following order.

ORDER

It is hereby held that the action of the employer, Panaji Municipal Council, in refusing services of the workman Miss Mamta Kambli w.e.f. 1-4-1994 is legal and justified. It is hereby further held that the workman Miss Mamta Kambli is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

✓ Order

No. CL/Pub-Awards/97/1852

The following Award dated 10-2-98 in reference No. IT/67/94 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.

Panaji, 30th March, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/67/94

Workmen, Rep. By
The General Secretary,
Gomantak Mazdoor Sangh,
Kamakshi Krupa, Khadapaband,
Ponda-Goa.

— Workmen/Party I

V/s

M/s. Fabril Gasosa,
Borim, Ponda-Goa.
Rep. By

1. Mrs. Maureen Sequeira,
2. Miss Aisha Sequeira,
3. Miss Amita Sequeira,
4. Mr. Anil Sequeira.

R/o Campal
Panaji Goa.

— Employer/Party II

Workmen/Party I represented by Adv. Shri P. B. Devari.

Employer/Party II represented by Adv. Shri G. K. Sardessai.

Dated:- 10-2-1999

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Government of Goa by order No. 28/19/94-LAB dated 31-5-94 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Fabril Gasosa, Borim Ponda Goa, in terminating the services

of S/Shri Narshiv Naik, Harichandra Gaonkar, Dayanand Borkar and Tulshidas Naik w.e.f. 27-8-1993 is legal and justified?

If not, to what relief the workmen are entitled?"

No. IT/67/94 and registered A/D notice was issued to the Parties. In pursuant to the said notice, the parties put in their appearance. The Workmen/Party I (for short "Union") filed the Statement of Claim which is at Exb. 3. The facts of the case in brief as pleaded by the Union are that the Employer/Party II (for short "Employer") is engaged in the business of manufacturing soft drinks in its factory situated at Borim, Ponda Goa and that the workers of the Employer are the members of the said union. That S/Shri Narshiv Naik, Harichandra Gaonkar, Dayanand Borkar and Tulshidas Naik (for short "Workmen") were employed with the employer in their factory at Borim. That the workmen through the Union filed a claim for non-payment of wages towards increase in Variable Dearness Allowance in the year 1991. That the employer, in order to victimise the workmen terminated their services on fabricated and false charges. That, prior to the termination of their services, the employer did not obtain the permission from this Tribunal as the proceedings as regards the charter of demands were pending before this Tribunal. The Union contended that the Inquiry Officer gave findings not based on any evidence and that he was biased while conducting the enquiry. The Union contended that the action of the employer in dismissing the workmen from service is illegal and unjustified and bad in law and therefore, the workmen are liable to be reinstated in service with full back wages.

3. The Employer filed written statement which is at Exb. 4. The Employer stated that the claim filed by the Union for recovery of money has no connection whatsoever with the charges that led to the dismissal of the workmen. The employer denied that the services of the workmen were terminated by way of victimisation on false and fabricated grounds. The employer stated that the workmen were charge sheeted for having committed grave misconducts and that they were also placed under suspension. The employer stated that pursuant to the chargesheet, domestic enquiries were conducted and the Inquiry Officer conducted the enquiry in a fair and proper manner after giving every opportunity to the workmen to defend themselves in the enquiry. The employer denied that the Inquiry Officer was bias or that his findings are perverse. The employer also denied that any prior approval of the Tribunal was required before dismissing the workmen from service. The employer stated that the dismissal of the workmen from service is legal and justified. The Union thereafter filed rejoinder which is at Exb. 5.

4. On the pleadings of the parties, issues were framed at Exb. 6 and the case was fixed for the evidence of the Union. On 29-1-98, when the case was fixed for hearing, the parties submitted that the dispute

between them was amicably settled and they filed terms of settlement dated 10-1-98 at Exb. 10. The parties also filed an application praying that an Award be passed in terms of the said settlement. The parties also filed an application stating that the dispute of workman Shri Narshiv Naik has been settled by settlement dated 10-1-98 and that the said settlement has been filed in approval application No. IT/35/94. In the circumstances I hold that the reference in respect of the workman Narshiv Naik does not survive and he is not entitled to any relief and I order accordingly. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workmen. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 10-1-98 Exb.10.

ORDER

1. It is agreed by and between the parties that out of the six dismissed workmen, three workmen, namely Alex Dias, Gurudas Naik and Harichandra Gaonkar shall be reinstated with effect from 1-1-98, with continuity of service. However, they shall be considered as Juniors but without backwages. The above said three workmen shall be considered as Juniormost in their respective grades, namely Grade V, Grade II and Grade I respectively, as on the date of their re-employment, for the purpose of Section 25F and 25FFA of the Industrial Disputes Act of 1947. The Union and the said workmen assure that the workers who are reinstated shall work in a disciplined manner and give fullest co-operation.
2. Upon reinstatement from 1-1-98, the three workmen, namely Alex Dias, Gurudas Naik and Harichandra Gaonkar shall draw a salary equivalent to the basic as last drawn by them, plus two increments of their grade, plus allowances as applicable. The details are as below:—

Name	Alex Dias	Gurudas Naik	Harichandra Gaonkar
Basic	1015	671	526
Increments	50+50	30+30	25+25
FD.A.	1806	1806	1806
VD.A.	As per Settlement dt. 12-12-97	As per Settlement dt. 12-12-97	As per Settlement dt. 12-12-97
HRA 12% basic	133.80	87.72	69.12
Sundry Allowance	52	52	52
Washing Allowance	15	15	15
TOTAL:-	Rs. 3121.80+ V.D.A.	Rs. 2691.72+ V.D.A.	Rs. 2518.12+ V.D.A.

3. It is agreed by and between the parties that the above reinstated workmen, namely Alex Dias, Gurudas Naik, Harichandra Gaonkar shall not earn any leave for the period of their unemployment.

4. It is agreed by and between the parties that the workmen namely Tulshidas Naik, Dayanand Borkar and Micheal Lourenco agree that they are properly relieved from the services and they have accepted all their dues and are not interested in reinstatement with the Company.

5. It is agreed by and between the parties that the workmen, namely Micheal Lourenco, Tulsidas Naik and Dayanand Borkar shall be paid an ex-gratia amount of Rs. 12,154/- (Rupees Twelve thousand, one hundred and fifty four only), Rs. 11,513/- (Rupees Eleven thousand, five hundred and thirteen only) and Rs. 11,115/-, respectively, in full and final settlement of all their claims raised in the Reference No. IT/67/94 and shall have no further claims against the Management. Accordingly, applications for approval bearing Reference Nos. IT/34/94, IT/37/94 and IT/38/94 shall be withdrawn.

6. It is agreed by and between the parties that the workmen, namely Alex Dias, Harichandra Gaonkar and Gurudas Naik shall be paid an ex-gratia amount of Rs. 5,000/- each, in full and final settlement of all their claims against the Management.

7. It is agreed by and between the parties that those workmen who had accepted their termination as per clauses above shall be paid their dues arising out this settlement on or before 10th January, 1998.

8. It is agreed and declared that the amounts payable by M/s. Fabril Gasosa to the workmen wherever applicable, in the manner hereinabove provided for, are in full and final settlement and satisfaction of all the claims for compensation for loss of Office or otherwise howsoever.

9. It is agreed between the parties that this settlement shall be filed in adjudication proceedings pending before the Hon'ble Industrial Tribunal for consent award in Reference No. IT/67/94.

No order as to cost. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Order

No. CL/Pub-Awards/98/3663

The following Award dated 20-7-1999 in Reference No. IT/42/96 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Ex-Officio Joint Secretary (Labour).

Panaji, 30th July, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/42/96

Shri Surendra Singh Dhillon,
Rep. by the President,
K. T. C. Drivers & Allied Employees
Association,
M-25, Housing Board Colony,
Margao-Goa.

— Workman/Party I

V/s

The Managing Director,
M/s. Kadamba Transport
Corporation Ltd.,
Panaji-Goa.

— Employer/Party II

Workman/Party I-Represented by Shri K.V. Nadkarni.

Employer/Party II-Represented by Shri A. S. Shirodkar.

Panaji, dated:- 20-7-1999

AWARD

In exercise of the powers conferred by clause (d) of sub-section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by

order dated 26-6-96 bearing No. 28/32/96-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Kadamba Transport Corporation Ltd., Panaji, in dismissing the services of Shri Surendra Singh Dhillon, Driver, with effect from 25-5-94 is legal and justified?

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/40/96 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workman/Party I (for short, "workman") filed his statement of claim which is at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party II (for short, "employer") as a Driver at Margao Depot. That on 19-6-87 while driving the bus belonging to the employer on Neturlem-Margao route there was an accident and one pedestrian was injured and subsequently succumbed to injuries in the hospital. That thereafter he was charge sheeted vide charge sheet dated 23-6-87 and subsequently a domestic enquiry was held. That the enquiry was completed on or about 17-12-90 and after about 3 years i.e. on 29-3-93 or there about he received a show cause notice dated 26-3-93 wherein was enclosed the report of the Enquiry Officer dated 28-11-92 asking why he should not be dismissed from service since the Inquiry Officer had held him guilty of the misconduct. That though in the said show cause notice he was asked to submit his explanation within 15 days no action was taken against him for nearly a year. That he received a notice of dismissal dated 25-5-94 stating that he was dismissed from service of the employer. The workman contended that under the Industrial Standing Orders Act the employer was under an obligation to complete the disciplinary proceedings within three months whereas in the present case the disciplinary proceedings were started on 23-6-87 and the same was completed on 17-12-90. The workman therefore contended that the Inquiry Proceedings held against him was illegally delayed for the purpose of using the same as black mailing tactics for his trade union activities. The workman contended that the enquiry conducted against him is not fair and proper and also the findings of the Inquiry Officer are perverse. The workman therefore prayed that he should be reinstated in service with full back wages and other consequential benefits.

3. The employer filed written statement which is at Exb. 5. The employer stated that ever since the appointment of the workman as a driver, he used to commit accidents and various misconducts. The employer stated that the workman was issued various warning letters. The employer stated that on 19-6-87 the workman caused an accident as a result of which a pedestrian was injured and subsequently he died and the claim petition filed by the relatives of the deceased was settled for Rs. 50,000/-. The employer stated that the criminal case was pending against the workman for having caused accident due to his rash and negligent driving. The employer denied that the enquiry which was initiated against the workman is not fair or proper or that findings of the enquiry office are perverse. The employer stated that the disciplinary authority after considering all the circumstances felt that he does not deserve a lenient view and therefore he was dismissed from service. The employer denied that the Inquiry Proceedings were held mala fide to victimise the workman for his trade union activities or that the Inquiry Proceedings were deliberately delayed. The employer denied that the workman was entitled to any relief as claimed by him. Thereafter the workman filed rejoinder which is at Exb. 6.

4. On the pleadings of the parties issues were framed at Exb. 11. The issue Nos. 1 and 2 which were touching the fairness of the enquiry and the perversity of the findings of the Inquiry Officer respectively were treated as preliminary issues and the evidence of the workman was recorded on the said issues. Thereafter the evidence of the employer was recorded on the said preliminary issues and the case was fixed for arguments on the said preliminary issues. On 16-7-99 when the case was fixed for hearing the workman appeared along with his representative Shri K. V. Nadkarni and Shri A. S. Shirvoikar appeared on behalf of the employer. Both the parties submitted that the dispute between the parties was amicably settled and they filed the terms of settlement dated 16-7-99 at Exb. 11. The parties also prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement dated 16-7-99 which are duly signed by the parties and I am satisfied that the said terms of settlement are certainly in the interest of the workman.

I therefore accept the submissions made by the parties and pass the consent award in terms of settlement dated 16-7-99 at Exb. 11.

ORDER

1. It is agreed between the parties that the Workman concerned in the reference shall be re-instated in the service of the Corporation as a Heavy Vehicle Driver with effect from the receipt of award passed by the Industrial Tribunal in terms of this settlement.
2. It is agreed by the Employer/Party II, that the seniority of the Workman/Party I will be maintained.
3. It is agreed between the parties that the last pay drawn by the Workman will be protected i.e. his pay will be Rs. 4190/- in the pay scale of Rs. 3050-75-3950-80-4590/-.
4. It is agreed between the parties that the absence from the date of dismissal i.e. 25-5-1994 to till the date of his joining will be treated as an extraordinary leave.
5. It is agreed by the Workman/Party I that he will not claim any difference in wages from the date of his dismissal till date of his joining.
6. It is agreed by the parties that, the Workman/Party I will be issued warning by the Employer/Party II.
7. It is agreed by the Workman/Party I that the claim raised in the above reference stand conclusively settled and have no claim of the monetary benefits which can be computed in terms of Money.
8. It is agreed between the parties that the claim raised by the Workman/Party I in the reference stand conclusively settled.

No order as to costs. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),

Presiding Officer,

Industrial Tribunal.

Order

No. CL/Pub-Awards/98/1850

The following Award dated 12-11-1998 in Reference No. IT/11/90 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary, Labour.

Panaji, 30th March, 1999.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

No. IT/11/90

Shri Menino Afonso
Colva Goa.

.... Workman/Party I

V/s

M/s. Colmar Hotels Pvt. Ltd.,
Colva Goa.

... Employer/Party II

Workman-Represented by Adv. B. G. Kamat.

Employer-Represented by Shri D. Mazarello

Panaji, dated:-12-11-1998

AWARD

In exercise of the powers conferred by clause (d) of sub-sections (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 19th March 1990 bearing No. 28/11/90-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Colmar Hotels Private Limited, Colva, in terminating the services of Shri Menino Afonso, Cashier-cum-Restaurant In-Charge with effect from 8-10-1989 is legal and justified?

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/11/90 and registered A/D notice was issued to the parties. In pursuance to the said notice

the parties put in their appearance. The workman-Party I (for short, "Workman") filed his statement of claim which is at Exb. 2. The facts of the case in brief as pleaded by the workman are that he was employed with the employer-Party II (for short, "Employer") in the Restaurant Division as a Cashier cum Restaurant Incharge from 1st December, 1987 on monthly wages of Rs. 1200/-. That he worked continuously with the employer from 1st December, 1987 till 7th October, 1989 and he was doing various works of clerical and manual nature. That on 8th October, 1989 when he reported for work, Shri A. T. S. Fernandes, One of the Director in charge of the hotel refused employment to him and thereby terminated his services without assigning any reasons and also without complying with the provisions of section 25 F of the I. D. Act 1947. That subsequent to his termination of service the employer recruited new employees in the permanent past, held by him in contravention of section 25 H of the Industrial Disputes Act, 1947. The workman contended that termination of his service by the employer is illegal and unjustified. The workman therefore claimed that he is entitled to reinstatement in service with full back wages.

3. The employer filed the written statement which is at Exb. 3. The employer stated that the Restaurant premises of the hotel were leased out to one Mr. Nelson Fernandes in the year 1987 who employed his own labour to run the said restaurant. The employer stated that the workman was employed by said Shri Nelson Fernandes in supervisory category and was incharge of the said restaurant. The employer stated that the workman was required to look after the day to day functions of the Restaurant, supervise the purchase of day to day fish and other commodities required in the restaurant. The employer stated that since the workman was performing duties of supervisory nature he was not a workman defined under the Industrial Disputes Act, 1947. The employer stated that the workman remained absent from 8-10-89 without any intimation to his employer Shri Nelson Fernandes and on or about 20-10-89 the employer received a letter stating that the workman had resigned from service from 16-10-89. The employer denied that the workman was in continuous employment from 1st December, 1987 till 7th October, 1989 and that he was doing works of clerical and manual nature. The employer denied that the workman was in employment of the employer. The employer stated that it was informed that the accounts of the restaurant were mis-managed and therefore Shri Nelson Fernandes made changes in the working and the workman was asked to supervise the work in the

kitchen. The employer stated that the workman is not entitled to any reliefs as claimed by him.

4. On the pleading of the parties following issues were framed at Exb. 4.

1. Whether the Party I, was workman within the meaning of Industrial Disputes Act ?

2. If yes, does he prove that the order of termination of his services by the employer is illegal and unjust?

3. If yes, is he entitled to reinstatement in the employer's service ?

4. What other reliefs to the workman if any ?

5. What order or award ?

5. My findings on the issues are as follows:

Issue No. 1: In the affirmative

Issue No. 2: In the affirmative

Issue No. 3: In the affirmative

Issue No. 4: As per para 11 below

Issue No. 5: As per order below.

REASONS

6. Issue No. 1: In the present case only the workman has led evidence. Besides examining himself he has examined one witness by name Shri Cruz Pinto who was working as a waiter in the restaurant. The employer did not lead any evidence though opportunity was given. The workman in his deposition has stated that he was working in the restaurant section of Hotel Colmar from 1-12-1987 as a Cashier-cum-Restaurant Incharge and he used to receive cash and maintain the accounts of the restaurant. He has also stated that the purchases were being made by Mrs. Fernandes and he used to write the accounts of purchase. He has produced the purchase register Exb. 11, the muster roll Exb. 12 and the bonus sheet Exb.13 for the year, 1988. The contention of the workman that he was working in the restaurant section as a cashier is also corroborated by his witness Shri Cruz Pinto, who was also working in the said restaurant as a waiter. The employer in the written statement admitted that the workman was working in the restaurant and that he was incharge of the said restaurant. However, the employer contended that he was employed by Shri Nelson Fernandes to whom the employer had leased the restaurant premises and that the workman was

performing supervisory duties. The workman in his evidence did not admit that the restaurant premises was leased out to Shri Nelson Fernandes or that he was employed by him. He stated in his cross that he does not know any person by name Nelson Fernandes. Since it is the case of the employer that the restaurant premises was leased to one Shri Nelson Fernandes and that said Shri Nelson Fernandes had employed the workman, the burden was on the employer to prove this fact. The employer could have very well examined Shri Nelson Fernandes as well as could have produced the lease agreement or produced any other evidence to prove that the restaurant premises were leased to Shri Nelson Fernandes. This was very much required in view of the denial of the fact by the workman that the restaurant premises was leased out to Shri Nelson Fernandes and that he was employed by him. However, the employer did not lead any evidence in the matter oral as well as documentary. The workman has produced the document namely the purchase register Exb. 11, muster roll Exb. 12 and the bonus sheet Exb. 13, in support of his contention that he was working with the employer and that he was maintaining the accounts of the restaurant. In the cross-examination of the workman it was suggested to him that the said documents were stolen by him before he abandoned the service. Therefore this is an admission on the part of the employer that the said documents pertained to the restaurant section. In the cross examination of the workman the employer has put certain suggestions to him such as he worked till 7-10-89 that from 8-10-89 he remained absent and did not join the duties and that he was supervising over the kitchen. It is surprising as to how these facts were within the knowledge of the employer if the restaurant premises was leased to Shri Nelson Fernandes and it is Shri Nelson Fernandes that had employed the workman. These facts could have been stated only by Shri Nelson Fernandes and he has not been examined in the present case. The employer's case is that the workman had resigned from service by letter dated 16-10-89, and that the said letter was addressed to the manager of the employer. Now if the workman was not employed by the employer and that he was employed by Shri Nelson Fernandes, why the workman should have submitted the resignation letter to the manager of the employer? He would have submitted it to Shri Nelson Fernandes. As also the employer would have asked the workman to submit the resignation letter to Shri Nelson Fernandes and not to the employer. All these go to show that the workman was employed by the employer and not by Shri Nelson Fernandes. The employer has failed to prove that the restaurant premises was leased out to

Shri Nelson Fernandes or that the workman was employed by said Shri Fernandes. In the circumstances there is no substance in the contention of the employer that the restaurant premises was leased out to Shri Nelson Fernandes and that the workman employed by him.

7. Now the question is whether the workman was a "Workman" as defined under the I.D. Act, 1947. In the present case the workman has examined himself and one witness Shri Cruz Pinto in support of his case. The employer has not led any evidence in spite of the opportunity given. The workman in his deposition has stated that he was working in the restaurant section of the employer as a cashier-cum-restaurant incharge and that he used to receive cash and maintain the accounts of the restaurant. He has further stated that the purchases were being made by Mrs. Fernandes and he used to write the accounts of purchases. He has produced the purchase register at Exb. 11. In the cross examination of the workman contradictory suggestions have been put to him as far as the said purchase register and the muster roll Exb. 12 is concerned. At one time it is suggested to the workman that these registers are fabricated by him whereas at another time it is suggested to him that he has stolen the said registers before he abandoned his service. The employer suggested to the workman that he was supervising the kitchen, which suggestion the workman denied. Even if the contention of the employer is accepted that the workman was supervising the kitchen, still he would fall within the definition of workman. The workman in his deposition has stated that his last drawn salary was Rs. 1200/- p.m. This statement of the workman has not been denied by the employer. According to the workman his services were terminated from 8-10-1989 and therefore it is to be seen as to what was the definition of workman as on the date when his services were terminated. The definition of workman was amended with effect from 21-8-84 by Amendment Act, 46 of 1982. Therefore as on the date when the services of the workman were terminated, the definition of "workman" stood as follows:

Section 2 (s): "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied and for the purposes of any proceeding under this Act in relation to any industrial dispute, include any such person who has been dismissed, discharged, or

retrenched or whose dismissal, discharge or retrenchment has led to that dispute but does not include any such person-(i) who is subject to the Air Force Act, 1950, or the Army Act, 1950 or the Navy Act, 1950 or (ii) who is employed in the police service or as an officer or other employee of a prison.

(iii) who is employed mainly in a managerial or administrative capacity.

(iv) who being employed in a supervisory capacity draws wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the duties or by reason of the power vested in him, functions mainly of a managerial nature.

Therefore as per the above definition a person who is employed in a supervisory capacity and who draws wages exceeding one thousand six hundred rupees per month is not a "Workman". In the present case the workman's last drawn salary was Rs. 1200/- which is not disputed by the employer. Hence he does not fall within the exceptions laid down by sec.2(s) of the Industrial Disputes Act, and therefore even if it is presumed that the workman was doing supervisory work, still he would be a workman within the meaning of the Industrial Disputes Act, 1947. In fact the employer has not led any evidence to show that the work of the workman was that of supervisory nature. The workman has examined Shri Cruz Pinto as his witness. He was working in the restaurant as the waiter. He has produced the certificate dated 3rd September 1992 issued to him by the Manager at Exb. 15. This certificate has not been denied or disputed by the employer in the cross examination of this witness. In his deposition the said witness has stated that the workman was working with employer in Colmar Hotels as cashier. This witness has corroborated the contention of the workman. The evidence on record therefore establishes that the workman fell well within the definition of "Workman" as defined under Sec.2(s) of the Industrial Disputes Act, 1947, as he was performing the duties of a clerical nature. I, therefore hold that the workman has succeeded in proving that he was working with the employer as a "Workman" as defined under Sec. 2(s) of the I.D. Act, 1947 and hence I answer the issue No. 1 in the affirmative.

8. Issue No. 2: The workman has contended that his services were terminated on 8th October 1989. His contention is that prior to 8-10-89 he was asked to go on leave for more than 15 days and then he worked till

7-10-89. The contention of the employer is that the workman worked till 7-10-89 and from 8-10-89 he remained absent and did not join his duties. It is further the contention of the employer that the workman resigned from service by sending a letter or resignation dated 16-10-89 to the Manager. Therefore there is an admission from the employer that the workman worked till 8-12-89. Now, the employer has not led any evidence to show that the workman remained absent from 8-10-89 or that he resigned by letter dated 16-10-89. When this letter was shown to the workman in his cross examination, he denied his signature on the said letter. The said letter was marked as document 'A' as the same was not proved. The employer thereafter did not lead any evidence to prove this document namely the resignation letter and consequently the said letter stood not proved. This being the case the employer has failed to prove that the workman resigned from service from 16-10-89. Therefore the contention of the workman that his services were terminated from 8-10-89 is to be accepted. The workman in his deposition has stated that he was employed from 1-12-1987. The employer did not dispute either in the written statement or in the evidence of the workman that he was not employed from 1-12-1987. The employer also did not lead any evidence to prove that the restaurant premises was leased out to one Shri Nelson Fernandes or that the workman was employed by him. There is no evidence that there was a break in the service of the workman from the date of his employment till the date of termination of his service. The services of the workman were not terminated for any misconduct. The contention of the workman is that the employer did not comply with the provisions of sec. 25F of the Industrial Disputes Act, 1947 which provides for giving of notice and payment of retrenchment compensation. He has stated in his deposition that no notice of termination was given to him nor his legal dues were paid. Sec. 25F lays down the procedure for retrenchment.

9. Retrenchment has been defined under sec.2(00) of the Industrial Disputes Act, 1947 as follows:

"Retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contain a stipulation in that behalf; or

(bb) Termination of the services of the workman as a result of non renewal of its contract of employment between the employer and the workman concerned on its expiry of such contract being termination under a stipulation in that behalf concerned therein, or

(c) Termination of the services of a workman on the ground of continued illhealth.

The services of the workman were terminated with effect from 8-10-89. Admittedly it was not done as a matter of punishment inflicted by way of disciplinary action. It has been held by me that the employer has failed to prove that the workman resigned from service. The case of the workman does not fall within the exceptions laid down in sec. 2(00) of the I.D. Act, 1947. Therefore termination of the services of the workman amounts to retrenchment. Sec. 25F of the I.D. Act lays down the procedure for retrenchment. As per this section the services of an employee who is in continuous service for not less than one year cannot be terminated unless he has been given one month's notice or paid wages in lieu of such notice and has been paid compensation at the rate of 15 days average wage per each completed year of continuous services, or any part thereof in excess of six months. The above conditions are conditions precedent to retrenchment. What is continuous service has been defined under sec. 25B (2) of the Industrial Disputes Act, 1947. As per this section a person shall be deemed to be in continuous service under an employer for a period of one year if the workman during the period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under employer for not less than 180 days in case of workman employed below ground in a mine and 240 days in any other case. In the present case admittedly the workman was not employed below ground in a mine. The workman was employed from 1-12-87 continuously without any break and his services were terminated on 8-10-89. Thus the workman worked for more than 240 days during the period of 12 calendar months proceeding 8-10-89 as required under Sec. 25B(2) of the I. D. Act and therefore the provisions of Sec. 25F of the Industrial Disputes Act became applicable to the workman. The workman in his deposition stated that he was not given notice nor his legal dues were paid. The employer has not disputed this fact. Therefore admittedly no notice of termination was given to the workman nor notice pay was given to him nor any retrenchment compensation was paid to him. Hence, there is no compliance of the provisions of Sec. 25F of the Industrial Disputes Act, 1947 from

the employer. The Supreme Court in the case of M/s Avon Services Production Agency Pvt. Ltd. v/s Industrial Tribunal, Harayana & others; reported in AIR 1979 SC 170 has held that giving of notice and payment of compensation is a condition precedent in the case of retrenchment and failure to comply with these conditions renders the orders of retrenchment invalid and inoperative. In the present case it has been held by me that the employer terminated the services of the workman from 8-10-89. The employer has failed to comply with the provisions of sec. 25F of the I.D. Act, 1947 and therefore the termination of services of the workman becomes illegal and unjustified. I therefore hold that the workman has succeeded in proving that termination of his service by the employer w.e.f., 8-10-89 is illegal and unjustified. In the circumstances I answer the issue No. 2 in the affirmative.

10. *Issue Nos. 3 and 4:* Both these issues are taken up together as they relate to the nature of reliefs to be granted to the workman. It is a settled law that once the termination of service is held to be illegal and unjustified, the ordinary rule is that the workman is entitled to reinstatement in service with full back wages, unless there are circumstances which do not warrant reinstatement of full back wages. The records show that by order dated 30-7-91 of this Tribunal the workman was directed to resume his duties with the employer on or before 5-8-91 and the employer was directed to re-appoint the workman on the same terms and conditions without prejudice to their rights. The workman in deposition has stated that on 5th August 1991 he went to resume his duties as per the directions of this Tribunal but the Manager Mr. Gomes told him to work as the order taken. He has stated that since he was not given the work of cashier he left the restaurant. In his cross examination it has been admitted by the employer that the workman had been to the restaurant. It was suggested to him that he did not enter the restaurant and that only his wife went inside the hotel. This suggestion was denied by the workman. It was further suggested to him that he abused the Manager. Except for putting suggestions in cross, the employer has not led any evidence. The employer has stated that the workman was employed in supervisory category and was in charge of the restaurant. If this is so, the workman was justified in refusing to join duties as he was told to work as order taker. His contention is that he was employed as a cashier cum incharge of the restaurant. Hence, his

refusal to join duties would not come in his way to get the reliefs from this Tribunal.

11. The Supreme Court in the case of State Bank of India v/s Sundera Money reported in AIR 1976 SC 1111 after holding that the termination of service of the workman was illegal for not complying with the provisions of sec. 25F of the Industrial Disputes Act, 1947 awarded reinstatement to the workman with full back wages. In para. 10 of the judgement the Supreme Court held as follows:

"What follows? had the State Bank of India known the law and acted on it, half month's pay would have concluded the story. But that did not happen. And now, some years have passed and the Bank has to pay for no service rendered. Even so, hard cases cannot make bad law. Reinstatement is the necessary relief that follows."

This decision of the Supreme Court squarely applies to the present case as in the present case also the services of the workman were terminated without complying with the provisions of sec. 25f of the Industrial Disputes Act, 1947. Therefore the workman would be entitled to reinstatement in service. However, as far as the back wages are concerned the workman in his cross examination has admitted that he is gainfully employed since six months prior to the recording of his statement. This statement was recorded on 28-9-91 which means that the was gainfully

employed from April 1991. He has not stated the amount of wages that he is drawing out of his employment. Once he admitted gainful employment it was for him to state as to what wage he was drawing. In the absence of any evidence from him it would be just proper not to award any wages to him from April 1991. In the circumstances I hold that the workman is entitled to reinstatement in service with full back wages upto 31st March 1991. I, therefore answer the issue Nos. 3 and 4 accordingly.

Hence, I pass the following order.

ORDER

It is hereby held that the action of the management of M/s Colmar Hotels Private Limited, Colva, in terminating the services of Shri Menino Afonso, Cashier-cum-Restaurant Incharge with effect from 8-10-1989 is illegal and unjustified. The workman Shri Menino Afonso, is ordered to be reinstated in service with full back wages till 31st March, 1991.

No order as to cost. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.